

CONFIDENTIAL

Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSÉ DIVISION

PALANTIR TECHNOLOGIES)
INC.,)
)
Plaintiff,)
)
vs.) Case No.
) 5:19-cv-06879-BLF
)
MARC L. ABRAMOWITZ,)
)
Defendant.)
-----)

* * * C O N F I D E N T I A L * * *

February 23, 2022

9:02 a.m. PCT

Videoconferenced deposition of LAURA
PERSONICK, held virtually with the witness
located in Santa Clara, California, pursuant
to Rule 30(b)(6) notice, before Laurie A.
Collins, a Registered Professional Reporter
and Notary Public of the State of New York.

CONFIDENTIAL

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S</p> <p>2 (All attendees appearing via videoconference):</p> <p>3</p> <p>4 HUESTON HENNIGAN</p> <p>5 Attorneys for Plaintiff</p> <p>6 523 West 6th Street, Suite 400</p> <p>7 Los Angeles, California 90014</p> <p>8 BY: YEGOR FURSEVICH, ESQ.</p> <p>9 yfursevich@hueston.com</p> <p>10</p> <p>11 WILLIAMS & CONNOLLY LLP</p> <p>12 Attorneys for Defendant Marc L. Abramowitz</p> <p>13 725 Twelfth Street, N.W.</p> <p>14 Washington, D.C. 20005</p> <p>15 BY: STEPHEN L. WOHLGEMUTH, ESQ.</p> <p>16 swohlgemuth@wc.com</p> <p>17 BARRY S. SIMON, ESQ.</p> <p>18 bsimon@wc.com</p> <p>19</p> <p>20 ALSO PRESENT:</p> <p>21 MATTHEW C. HELTON, ESQ. (Palantir)</p> <p>22 MARIA SLOBODCHIKOVA, ESQ. (Palantir)</p> <p>23 HOWARD BRODSKY, Videographer</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 that the court reporter may take the</p> <p>2 deponent's oath remotely.</p> <p>3 Will the court reporter please swear in</p> <p>4 the witness.</p> <p>5 L A U R A P E R S O N I C K ,</p> <p>6 called as a witness, having been duly sworn</p> <p>7 by the notary public, was examined and</p> <p>8 testified as follows:</p> <p>9 EXAMINATION BY</p> <p>10 MR. WOHLGEMUTH:</p> <p>11 Q. Good morning, Ms. Personick.</p> <p>12 MR. FURSEVICH: Sorry, Steve, before we</p> <p>13 begin, I'd like to note that Ms. Personick has</p> <p>14 the deposition notice in front of her.</p> <p>15 MR. WOHLGEMUTH: Okay.</p> <p>16 And just for the court reporter's</p> <p>17 benefit, Mr. Simon and I are appearing on</p> <p>18 behalf of the defendant Marc Abramowitz, not</p> <p>19 any of the other defendants, who have all been</p> <p>20 dismissed from the case. I just want to make</p> <p>21 sure that the appearance is accurately noted.</p> <p>22 Q. With those preliminaries, good morning,</p> <p>23 Ms. Personick.</p> <p>24 A. Good morning.</p> <p>25 Q. You understand you're testifying today</p>
<p style="text-align: right;">Page 3</p> <p>1 THE VIDEOGRAPHER: Good afternoon.</p> <p>2 Here begins -- and good morning to the West</p> <p>3 Coast parties -- here begins the video</p> <p>4 recorded virtual remote deposition of Laura</p> <p>5 Personick appearing from her location in Santa</p> <p>6 Clara, California.</p> <p>7 This deposition is taken by the</p> <p>8 defendants in the matter of Palantir</p> <p>9 Technologies, Inc., plaintiff, versus Marc L.</p> <p>10 Abramowitz, et al., defendants, Case Number</p> <p>11 19-cv-06879-BLF, in the United States District</p> <p>12 Court, Northern District of California, San</p> <p>13 Jose Division.</p> <p>14 Today is Wednesday, February 23rd,</p> <p>15 2022. The time is approximately 9:02 a.m.</p> <p>16 Pacific standard time.</p> <p>17 My name is Howard Brodsky, and I am the</p> <p>18 legal video specialist, in association with</p> <p>19 Veritext Legal Solutions with offices located</p> <p>20 in New York, New York. The court reporter is</p> <p>21 Laurie Collins, in association with Veritext.</p> <p>22 Counsel have stipulated that the court</p> <p>23 reporter will enter all appearances for this</p> <p>24 proceeding into the stenographic record, and</p> <p>25 the parties have further stipulated and agreed</p>	<p style="text-align: right;">Page 5</p> <p>1 as the corporate representative for Palantir</p> <p>2 Technologies, Incorporated?</p> <p>3 A. Yes.</p> <p>4 Q. Do you understand you're under oath?</p> <p>5 A. Yes, I do.</p> <p>6 Q. Any reason why you can't tell the truth</p> <p>7 today?</p> <p>8 A. No.</p> <p>9 Q. If you don't understand a question, can</p> <p>10 you please let me know?</p> <p>11 A. Yes, I will.</p> <p>12 Q. Are the only applications open on your</p> <p>13 computer those needed to conduct this deposition?</p> <p>14 A. Yes. I have Zoom, and I have Exhibit</p> <p>15 Share open on a Web page.</p> <p>16 Q. You don't have your cell phone with</p> <p>17 you, do you?</p> <p>18 A. No, I do not.</p> <p>19 Q. And other than the deposition notice,</p> <p>20 do you have any other printed materials with you?</p> <p>21 A. No, I do not, just the deposition</p> <p>22 notice.</p> <p>23 Q. You are a current employee of Palantir;</p> <p>24 correct?</p> <p>25 A. Yes, that's correct.</p>

2 (Pages 2 - 5)

CONFIDENTIAL

<p style="text-align: right;">Page 6</p> <p>1 Q. Actually, I think I skipped over this.</p> <p>2 Can you please just state your name for the</p> <p>3 record?</p> <p>4 A. Sure. My name is Laura Personick.</p> <p>5 Q. You're a lawyer at Palantir?</p> <p>6 A. Yes, that's right.</p> <p>7 Q. When did you join Palantir?</p> <p>8 A. I joined Palantir in I believe it was</p> <p>9 June -- no, May or June of 2014.</p> <p>10 Q. You've been continuously employed at</p> <p>11 Palantir from May or June of 2014 till today?</p> <p>12 A. Yes, that's correct.</p> <p>13 Q. You've been in the legal department</p> <p>14 that entire time?</p> <p>15 A. Yes.</p> <p>16 Q. What did you do to prepare for today's</p> <p>17 deposition?</p> <p>18 A. To prepare for today's deposition, I</p> <p>19 reviewed a number of deposition transcripts and</p> <p>20 other documents. I also spoke with a number of</p> <p>21 individuals, and I met with my counsel.</p> <p>22 And, sorry, I have a foster puppy who's</p> <p>23 whining, so please let me know if you can't hear</p> <p>24 what I'm saying. But it's not me whining.</p> <p>25 Q. Okay. I can hear you just fine.</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Did you review that testimony in</p> <p>2 preparation for today?</p> <p>3 A. Yes, I did.</p> <p>4 Q. Any answers you saw that you wish to</p> <p>5 modify?</p> <p>6 A. Not -- not that I remember.</p> <p>7 Q. When did you have the conversation with</p> <p>8 the various individuals that you mentioned?</p> <p>9 A. I don't recall specific dates, but over</p> <p>10 the past few weeks, I would say.</p> <p>11 Q. All right. What matters did you</p> <p>12 discuss with Chris Rogers?</p> <p>13 A. Chris Rogers I discussed natural</p> <p>14 resources. I don't recall the exact topics, but</p> <p>15 when we come to them, I can let you know if I</p> <p>16 remember.</p> <p>17 Q. How about Matt Babin?</p> <p>18 A. That would have been natural resources</p> <p>19 work.</p> <p>20 Q. Who is Matt Babin?</p> <p>21 A. Matt Babin is a Palantir employee. He</p> <p>22 at one point in time I believe was one of the</p> <p>23 leaders of our BP deployment. I don't -- I don't</p> <p>24 know what his current job title is, but he's an</p> <p>25 employee of Palantir.</p>
<p style="text-align: right;">Page 7</p> <p>1 A. Great. Thanks.</p> <p>2 Q. What individuals did you speak with?</p> <p>3 A. So from what I can recall I spoke with</p> <p>4 Dr. Karp, I spoke with Ryan Taylor, I spoke with</p> <p>5 Melody Hildebrandt, I spoke with Lauren DeMeuse, I</p> <p>6 believe I spoke with Matt Babin, I spoke with</p> <p>7 Chris Rogers, and then counsel.</p> <p>8 That's what I can recall right now, but</p> <p>9 that may not be an exhaustive list.</p> <p>10 Q. And that was all in connection with</p> <p>11 today's deposition as opposed to prior deposition</p> <p>12 you sat for in Delaware?</p> <p>13 A. I believe everyone I just named was for</p> <p>14 today's deposition. I believe so.</p> <p>15 Q. And just for the record, you did</p> <p>16 previously testify in the Delaware matter between</p> <p>17 KT4 Partners and Palantir?</p> <p>18 A. Yes, that's right.</p> <p>19 Q. And you also in that case gave</p> <p>20 testimony on behalf of Palantir?</p> <p>21 A. Yes.</p> <p>22 Q. You were under oath for that testimony?</p> <p>23 A. That's correct.</p> <p>24 Q. You tried to give truthful answers?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 9</p> <p>1 Q. What about Chris Rogers, who's Chris</p> <p>2 Rogers?</p> <p>3 A. Chris Rogers is an engineer at</p> <p>4 Palantir. I'm also not sure of his title</p> <p>5 precisely. But he has worked on BP in the past.</p> <p>6 Q. And what did you discuss with</p> <p>7 Hildebrandt?</p> <p>8 A. With Melody Hildebrandt, I believe I</p> <p>9 discussed cybersecurity and cyber insurance-</p> <p>10 related topics.</p> <p>11 Q. And Ryan Taylor?</p> <p>12 A. With Ryan Taylor I discussed his</p> <p>13 meeting with Mr. Abramowitz, and I believe I also</p> <p>14 discussed some general pricing concepts.</p> <p>15 Q. And Dr. Karp?</p> <p>16 A. With Dr. Karp I discussed I believe his</p> <p>17 discussions or conversations with Mr. Abramowitz</p> <p>18 generally. I may also -- I may also have</p> <p>19 discussed other things with him. That's what I</p> <p>20 remember right now.</p> <p>21 Q. Did you talk to Tyler Scriven?</p> <p>22 A. I did not in preparation for this</p> <p>23 deposition, but I did review Mr. Scriven's</p> <p>24 deposition transcript.</p> <p>25 Q. I'm going to show you a document in</p>

3 (Pages 6 - 9)

CONFIDENTIAL

<p style="text-align: right;">Page 10</p> <p>1 your marked exhibits folder, which will be Exhibit 2 99.</p> <p>3 A. All right. I've got that up.</p> <p>4 Q. Who at Palantir has received a copy of 5 Exhibit 99?</p> <p>6 A. I assume you mean outside the context 7 of the production in this litigation?</p> <p>8 Q. Sure, let's start outside the context 9 of the production in this litigation.</p> <p>10 A. Okay. So based on the evidence that 11 I've reviewed, I have not seen any evidence that 12 suggests anyone at Palantir received a copy of 13 this document. I'm actually not sure what this 14 document is.</p> <p>15 Q. Did you attempt to search for any 16 evidence indicating whether or not this document 17 was received by folks at Palantir?</p> <p>18 A. Palantir did search for all of the 19 information that it was obligated to search for 20 under whatever guidelines were agreed between the 21 parties as part of the document discovery in this 22 matter.</p> <p>23 Q. But did you take any steps to determine 24 whether or not this document was received?</p> <p>25 A. I'm sorry, are you asking me personally</p>	<p style="text-align: right;">Page 12</p> <p>1 A. I don't believe I talked with Gavin 2 Hood about this document in preparation for this 3 deposition. I don't recall if I've ever spoken 4 with him about this document.</p> <p>5 Q. Did you speak with Gavin Hood about 6 this deposition?</p> <p>7 A. Not -- not before this deposition, no. 8 I spoke with Gavin Hood prior to my last 9 deposition. And then I reviewed Mr. Hood's 10 deposition transcript.</p> <p>11 Q. Did you ask Dr. Karp during your 12 conversation -- well, strike that.</p> <p>13 Did you mention during your 14 conversation with Dr. Karp the fact that he had 15 not preserved other communications from 16 Mr. Abramowitz?</p> <p>17 MR. FURSEVICH: Objection, lacks 18 foundation, outside the scope of the 30(b)(6) 19 notice, and form.</p> <p>20 A. I'm not sure I understand your 21 question.</p> <p>22 Q. When you spoke to Dr. Karp in 23 preparation for today's deposition testimony, did 24 you mention the fact that Dr. Karp had failed to 25 preserve other communications from Mr. Abramowitz?</p>
<p style="text-align: right;">Page 11</p> <p>1 or it's Palantir; right? You're asking if 2 Palantir took any steps?</p> <p>3 Q. In connection with your preparation for 4 this deposition, did you take any steps to 5 determine whether or not this document was 6 received by Palantir outside of litigation?</p> <p>7 A. Yes, I did speak -- this is one of the 8 points on which I spoke with Dr. Karp.</p> <p>9 Q. What did Dr. Karp say?</p> <p>10 A. Dr. Karp had no recollection of this 11 document. I believe he -- yeah, I don't believe 12 he had any recollection of this document. He did 13 not remember receiving it, and he thought it would 14 have been odd for him to have received anything 15 like this.</p> <p>16 Q. Did you talk to Dr. Karp's assistants 17 any of Dr. Karp's assistants, about this document?</p> <p>18 A. I believe I reached out to one of 19 Dr. Karp's assistants but did not receive any 20 response.</p> <p>21 Q. When did you make that reach-out?</p> <p>22 A. Again, I don't recall the specific 23 date. Within the past two weeks.</p> <p>24 Q. Did you talk to Gavin Hood about this 25 document, Exhibit 99?</p>	<p style="text-align: right;">Page 13</p> <p>1 MR. FURSEVICH: Objection, lacks 2 foundation, form.</p> <p>3 Go ahead, I may answer, Ms. Personick. 4 And outside the scope of the 30(b)(6) 5 notice.</p> <p>6 A. I'm not sure that that's true, so I 7 don't think I understand the question.</p> <p>8 Q. So I take it, then, you did not mention 9 that fact to Dr. Karp?</p> <p>10 MR. FURSEVICH: Same objections.</p> <p>11 A. I don't know as a fact.</p> <p>12 Q. Regardless of whether you know it or 13 not, I'm just asking -- well, strike that.</p> <p>14 Is it your understanding that Dr. Karp 15 has retained all of his communications with 16 Mr. Abramowitz?</p> <p>17 MR. FURSEVICH: Objection, outside the 18 scope of the 30(b)(6) notice, and form.</p> <p>19 A. I did not -- I mean, I did not prepare 20 specifically for all of Dr. Karp's preservation 21 obligations. I did with regard to this document, 22 which was the topic I had prepared for. And based 23 on the evidence I reviewed, according to whatever 24 search protocols and agreements there were between 25 the parties, Palantir has complied with its</p>

CONFIDENTIAL

<p style="text-align: right;">Page 14</p> <p>1 document preservation, and we produced whatever 2 documents we discovered to our counsel. 3 Q. Did you ask Dr. Karp whether he had any 4 policy or practice of -- well, strike that. 5 Did you ask Dr. Karp whether he had any 6 policy or practice with respect to retention of 7 communications from Mr. Abramowitz? 8 MR. FURSEVICH: Objection, outside the 9 scope of the 30(b)(6) notice. 10 A. I'm not sure I understand, I'm sorry, 11 Steve. 12 Q. What don't you understand? 13 A. What do you mean, like -- I don't know 14 what practices or policies you're talking about. 15 Q. I'm trying to figure out whether there 16 are any. 17 Are you aware of Dr. Karp having any 18 practice with respect to retaining communications 19 from Mr. Abramowitz? 20 MR. FURSEVICH: Objection, outside the 21 scope of the 30(b)(6) notice. 22 A. Yeah, I'm not sure I talked to Dr. Karp 23 about his general practices of retaining 24 communications. I spoke with him about this 25 particular document.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. I'm sorry, do you mean have they all 2 been in a document as opposed to oral? I guess 3 what's the written part? 4 Q. Yeah. Do you know what written means? 5 What do you understand written to mean? 6 A. It just didn't sound like you'd 7 finished your question, so I'm not sure. 8 Q. I did, yes. 9 A. Have they all been in written form? 10 Q. Yes. 11 MR. FURSEVICH: Objection, 12 argumentative. 13 A. I'm not -- I'm not prepared to testify 14 as to every litigation hold notice that Palantir 15 has issued in this case. I do know that we have 16 issued at least one litigation hold notice that 17 I'm aware of, and that was in writing, yes. 18 Q. What litigation hold notice are you 19 aware of? 20 A. I believe there was one that was issued 21 in August of 2016. 22 Q. Are you aware of any litigation hold 23 notices issued prior to August of 2016 with 24 respect to Mr. Abramowitz? 25 A. I am not -- based on the evidence I've</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. Did Palantir have any procedures in 2 place to preserve hard-copy materials that 3 Dr. Karp received? 4 MR. FURSEVICH: Same objection. 5 A. I'm not sure that I reviewed all of our 6 policies. I know that Dr. Karp received a 7 litigation hold notice, like others involved in 8 this litigation, and that from there Palantir 9 collected all materials, including hard copies of 10 any of the materials that were subject to that 11 hold notice. 12 Q. So prior to litigation, let's call it 13 in 2014 and 2015 -- so we can just set aside the 14 litigation hold -- did -- so in that time period, 15 2014/2015, did Palantir have any procedures in 16 place to preserve hard-copy materials received by 17 Dr. Karp? 18 MR. FURSEVICH: Objection, outside the 19 scope of the 30(b)(6) notice, and form. 20 A. I don't remember speaking with Dr. Karp 21 about that particular question. 22 Q. Have all litigation holds issued by 23 Palantir with respect to litigation regarding 24 Mr. Abramowitz been written? 25 MR. FURSEVICH: Same objections.</p>	<p style="text-align: right;">Page 17</p> <p>1 reviewed, I'm not aware of any litigation hold 2 notices that were issued prior to August 2016 with 3 regard to Mr. Abramowitz. 4 Q. So there were no litigation hold 5 notices issued with respect to Mr. Abramowitz in 6 2015? 7 A. Based on what I've reviewed, I'm not 8 aware of any that were issued in 2015. 9 Q. Since September of 2014, have Palantir 10 employees given any demos related to the purported 11 trade secret technologies at issue in this case? 12 MR. FURSEVICH: Objection, outside the 13 scope of the 30(b)(6) notice. 14 A. I know I reviewed deposition 15 transcripts from Melody and from Lauren, and my 16 recollection of those is that Palantir has given 17 demos related to at least cyber and health care. 18 I don't specifically remember if we were demos of 19 the trade secrets in this case. 20 Q. Besides for looking at 21 Ms. Hildebrandt's and Ms. DeMeuse's deposition 22 transcripts, did you do anything to look into that 23 issue? 24 A. Look into what issue? 25 Q. Whether Palantir employees have given</p>

5 (Pages 14 - 17)

CONFIDENTIAL

<p style="text-align: right;">Page 18</p> <p>1 any demos related to the purported trade secret</p> <p>2 technologies at issue in this case since September</p> <p>3 of 2014.</p> <p>4 A. I reviewed deposition transcripts I</p> <p>5 believe also of Casey Ketterling, Shyam Sankar. I</p> <p>6 spoke with Ms. Hildebrandt and Ms. DeMeuse, and I</p> <p>7 also spoke with Chris Rogers.</p> <p>8 Q. What did they tell you about whether</p> <p>9 Palantir employees have given demos related to the</p> <p>10 purported trade secret technologies since</p> <p>11 September of 2014?</p> <p>12 MR. FURSEVICH: Objection, outside the</p> <p>13 scope of the 30(b)(6) notice.</p> <p>14 A. I don't remember specifically. But,</p> <p>15 again, I believe the testimony or what I spoke</p> <p>16 with them about indicated to me demos in the field</p> <p>17 of cyber and health care and natural resources had</p> <p>18 been given during the 2014/2015 time frame, but I</p> <p>19 don't recall any more specifically.</p> <p>20 Q. What about 2016?</p> <p>21 A. That could be the case. I just don't</p> <p>22 recall specifically.</p> <p>23 Q. How about 2017?</p> <p>24 A. I don't recall specifically.</p> <p>25 Q. 2018?</p>	<p style="text-align: right;">Page 20</p> <p>1 A. Could you -- could you at least repeat</p> <p>2 the question so I remember what I don't</p> <p>3 understand?</p> <p>4 Q. What are the names of the demos</p> <p>5 relating to the purported trade secret</p> <p>6 technologies that have been given since September</p> <p>7 2014?</p> <p>8 MR. FURSEVICH: Same objections.</p> <p>9 A. Again, I'm not sure that there have</p> <p>10 been demos. What I do recall is that there were</p> <p>11 demos in the fields of health care, natural</p> <p>12 resources, and cyber, or at least to customers in</p> <p>13 those spaces. I don't remember as I sit here</p> <p>14 right now whether or not those were specifically</p> <p>15 related to the trade secrets in this case.</p> <p>16 Q. Did you at one point know the answer to</p> <p>17 that issue and -- sorry, did you at one point know</p> <p>18 the answer to that question but you just can't</p> <p>19 remember it right now?</p> <p>20 MR. FURSEVICH: Objection, form and</p> <p>21 outside the scope of the 30(b)(6) notice.</p> <p>22 A. Did I remember the names of demos of</p> <p>23 our trade secrets, is that your question?</p> <p>24 Q. You said, I don't remember as I sit</p> <p>25 here right now whether or not those were</p>
<p style="text-align: right;">Page 19</p> <p>1 A. I don't recall specifically.</p> <p>2 Q. How about 2019 through the present day?</p> <p>3 A. I don't recall specifically, based on</p> <p>4 my preparation for this and speaking with the</p> <p>5 numerous individuals I've mentioned and the</p> <p>6 documents I reviewed, whether or not any demos</p> <p>7 containing our trade secrets have been given in</p> <p>8 the past three years.</p> <p>9 Q. Can you say how many demos since</p> <p>10 September of 2014 have been given by Palantir</p> <p>11 employees relating to the purported trade secret</p> <p>12 technologies as you sit here today?</p> <p>13 MR. FURSEVICH: Objection outside the</p> <p>14 scope of the 30(b)(6) notice.</p> <p>15 A. I don't recall a specific number as I</p> <p>16 sit here.</p> <p>17 Q. What are the names of the demos</p> <p>18 relating to the purported trade secret</p> <p>19 technologies that have been given since September</p> <p>20 of 2014?</p> <p>21 MR. FURSEVICH: Objection, form, vague</p> <p>22 and ambiguous, outside the scope of the</p> <p>23 30(b)(6) notice.</p> <p>24 A. I'm not sure I understand the question.</p> <p>25 Q. What don't you understand?</p>	<p style="text-align: right;">Page 21</p> <p>1 specifically related to the trade secrets in this</p> <p>2 case.</p> <p>3 Did you ever know that and you just</p> <p>4 can't remember it right now or have you just not</p> <p>5 ever known that?</p> <p>6 MR. FURSEVICH: Objection, form, vague,</p> <p>7 outside 30(b)(6) notice.</p> <p>8 A. I'm not sure.</p> <p>9 Q. So when you say, I can't remember as I</p> <p>10 sit here right now whether those were specifically</p> <p>11 related to the trade secrets in this case, what</p> <p>12 did you mean by that?</p> <p>13 A. Just what I said, I don't remember as I</p> <p>14 sit here right now whether or not those are</p> <p>15 specifically related to the trade secrets in this</p> <p>16 case.</p> <p>17 Q. What would refresh your recollection</p> <p>18 about that issue?</p> <p>19 MR. FURSEVICH: Objection, vague and</p> <p>20 calls for speculation.</p> <p>21 A. If you wanted to show me documents or</p> <p>22 deposition transcripts, I'd be happy to take a</p> <p>23 look and let you know if that refreshes my</p> <p>24 recollection.</p> <p>25 Q. Are you thinking of a document or a</p>

6 (Pages 18 - 21)

CONFIDENTIAL

<p style="text-align: right;">Page 22</p> <p>1 deposition transcript in particular that would 2 refresh your recollection? 3 A. I reviewed a lot of materials in 4 preparation. I am not thinking of one in 5 particular, no. 6 Q. For any demos given by Palantir since 7 September of 2014, what information was preserved 8 relating to the demo? 9 MR. FURSEVICH: Objection, vague and 10 ambiguous, and form. 11 A. So a demo is a live demonstration of 12 Palantir software capabilities. In terms of what 13 information was preserved, any information that 14 Palantir was required to preserve according to its 15 obligations under this litigation. I'm not sure 16 more specific than that. 17 Q. Well, what information was Palantir 18 required to preserve under its obligations -- 19 according to its obligations under this litigation 20 as it related to live demonstrations of Palantir 21 software capabilities? 22 MR. FURSEVICH: Objection outside the 23 scope of the 30(b)(6) notice. 24 A. I don't know the specifics. I believe 25 that was agreed between counsel. But I do know</p>	<p style="text-align: right;">Page 24</p> <p>1 present preserved by Palantir? 2 A. Software -- yeah, Palantir does have 3 the software that it was providing to customers 4 and using during that time period. 5 Q. That it was using during 6 demonstrations? 7 A. So, again, demonstrations are just 8 given on Palantir software. And, so, yes, we have 9 Palantir software. 10 Q. All right. You said you reviewed 11 Mr. Ketterling's deposition transcript in 12 preparation for today? 13 A. Yes. 14 Q. Mr. Ketterling referred to quick start 15 instances of Palantir software that were used 16 during demonstrations. 17 Were those quick start instances 18 preserved? 19 MR. FURSEVICH: Objection, lacks 20 foundation and vague. 21 A. So I've heard the term "quick start." 22 My understanding is that quick start essentially 23 just launches a virtual machine and Palantir's 24 software is then used on that virtual machine. So 25 it's still Palantir software, and Palantir has its</p>
<p style="text-align: right;">Page 23</p> <p>1 that whatever counsel instructed us with regard to 2 preservation is what we followed. 3 Q. What's your understanding of what the 4 agreement was between counsel relating to 5 preservation of demos? 6 MR. FURSEVICH: Objection, outside the 7 scope of the 30(b)(6) notice. 8 A. My understanding comes from 9 conversations I had with counsel that I believe 10 are privileged, so I'm not sure -- I can take a 11 break and ask Yegor, but I'm not sure how much I 12 can answer that question. 13 Q. Well, to the extent it's your 14 understanding of an agreement, that would not be 15 privileged. That would be a communication between 16 Mr. Abramowitz's attorneys and Palantir's 17 attorneys. 18 A. My understanding comes from 19 communications that counsel provided to me 20 regarding that agreement. 21 MR. FURSEVICH: And I'll instruct the 22 witness not to answer to the extent her answer 23 would reveal attorney/client communications. 24 Q. Was any software used during 25 demonstrations from September of 2014 to the</p>	<p style="text-align: right;">Page 25</p> <p>1 software. 2 Q. So my question is not about Palantir's 3 software. I have no doubt that Palantir has 4 software. But my question is specifically about 5 information used during demonstrations. And my 6 question is about whether the quick start 7 instances were preserved. 8 So were quick start instances that were 9 used during demonstrations after September of 2014 10 preserved by Palantir? 11 MR. FURSEVICH: Objection, asked and 12 answered. 13 A. So, again, my problem is I don't think 14 the question quite makes sense. So quick start -- 15 quick start is a way to launch Palantir software; 16 right? It just opens a VM. So Palantir software 17 is preserved. So I don't know how else to answer 18 your question. 19 Q. Does Palantir still have the specific, 20 as you put it, way to launch Palantir software 21 that was used in connection with the 22 demonstration? 23 MR. FURSEVICH: Objection outside the 24 scope of the 30(b)(6) notice, vague and 25 ambiguous, form.</p>

7 (Pages 22 - 25)

CONFIDENTIAL

<p style="text-align: right;">Page 26</p> <p>1 A. I know that we have Palantir software. 2 I believe quick starts are essentially containers 3 that launch Palantir software. I'm not sure how 4 else to answer that. 5 Q. So does it still have those containers? 6 MR. FURSEVICH: Same objections. 7 A. I don't think those -- I don't think 8 that question makes sense. 9 Q. Why doesn't it make sense? 10 A. Well, I'm not an engineer, so I can't 11 get into that specifically. But based on my 12 understanding, my personal understanding, of how 13 quick starts operate, it just launches Palantir 14 software, and we have Palantir software. I'm not 15 sure how to answer that. 16 Q. Were the quick starts used on multiple 17 occasions? 18 MR. FURSEVICH: Objection, vague and 19 ambiguous, form, outside the scope of the 20 30(b)(6) notice. 21 A. As I sit here right now, I don't know 22 that I have any more information about quick 23 starts. 24 Q. So when Mr. Ketterling testified, We 25 had copies of the Palantir software that were</p>	<p style="text-align: right;">Page 28</p> <p>1 transcript as well as a number of other deposition 2 transcripts, documents, and conversations. 3 Q. Let me ask it this way: Did Palantir 4 preserve data sets that were used during 5 demonstrations after September 2014? 6 MR. FURSEVICH: Objection, vague. 7 A. So I only looked and conducted 8 preparation with regards to cyber, health care, 9 and natural resources. Based on what I reviewed, 10 we have preserved I think whatever was agreed 11 between the parties to preserve. 12 If that included data that was on 13 Palantir's network -- now, to be clear, the data 14 that was used in these was public data or notional 15 data. It was fake data. So to the extent there 16 was data that fell within your agreement and 17 existed at the time of the litigation hold, that 18 would have been preserved. 19 Q. Regardless of your understanding of the 20 agreement between counsel, I just want to know 21 does Palantir today have a copy of the data sets 22 that were used during demonstrations since 23 September of 2014. 24 MR. FURSEVICH: Objection, asked and 25 answered.</p>
<p style="text-align: right;">Page 27</p> <p>1 internally referred to as quick start instances, 2 they could be loaded onto any laptop, does that 3 make sense to you? 4 MR. FURSEVICH: Objection, calls for 5 speculation, outside the scope of the 30(b)(6) 6 notice. 7 A. I don't know what Mr. Ketterling was 8 specifically referring to, but I do know that, 9 yes, we do have copies of Palantir software, and 10 those could be loaded on laptops. And that's what 11 was used for demonstration. 12 Q. Mr. Ketterling also referred to data 13 sets that were used during demonstrations. Were 14 those data sets preserved? 15 MR. FURSEVICH: Objection, calls for 16 speculation, and form. 17 A. I'm not sure what data sets you're 18 referring to. 19 Q. I'm referring to the same data sets 20 that Mr. Ketterling referred to in his testimony. 21 A. I don't have his testimony in front of 22 me. If you want to bring it up, I can see if that 23 makes it any clearer for me. 24 Q. Well, you reviewed it; correct? 25 A. I reviewed Mr. Ketterling's deposition</p>	<p style="text-align: right;">Page 29</p> <p>1 A. I don't -- I don't know what data sets 2 were used specifically, and so what I do know is 3 that if there were data sets that are relevant to 4 this litigation that required us to preserve them, 5 they would have been preserved under our 6 litigation hold. 7 Q. What about plug-ins that were used in 8 connection with demonstrations since September of 9 2014, were those plug-ins preserved? 10 MR. FURSEVICH: Objection, vague. 11 A. I don't know what plug-ins you're 12 referring to. 13 Q. You have no understanding of any 14 customized software that was used in connection 15 with Palantir demonstrations? 16 MR. FURSEVICH: Form. 17 A. As I sit here, I don't -- I don't 18 recall -- I don't recall customized software. But 19 I'd be happy to review a document if that's 20 helpful. 21 Q. So I take it you're not aware of 22 Palantir preserving any customized software used 23 in conducting demonstrations since September of 24 2014? 25 MR. FURSEVICH: Objection, form.</p>

8 (Pages 26 - 29)

CONFIDENTIAL

<p style="text-align: right;">Page 30</p> <p>1 A. I don't recall any customized software. 2 To the extent there was any, it would have been 3 preserved similar to our other obligations. And, 4 as I note, we do have copies of Palantir software. 5 Q. Are you aware of Palantir reviewing and 6 producing any customized software in connection 7 with this litigation? 8 MR. FURSEVICH: Objection, falls 9 outside the scope of this 30(b)(6) notice. 10 A. I don't know, but I don't -- this isn't 11 something I researched for this notice, but I 12 don't believe we produced source code in this 13 case. 14 Q. How about any data sets used during 15 demonstrations, has Palantir reviewed and produced 16 any data sets used during demonstrations for this 17 case? 18 A. I don't -- I don't think I know that, 19 sitting here. I would -- I would have to refer to 20 counsel. I think that to the extent there are any 21 that were required to be preserved and produced we 22 would have turned those over to our counsel. 23 Q. Who was the first person at Palantir to 24 learn about any of Mr. Abramowitz's actual or 25 potential patent applications?</p>	<p style="text-align: right;">Page 32</p> <p>1 any privileged documents. So I don't know what 2 facts are in them. 3 Q. Who at Palantir knew about 4 Mr. Abramowitz's patent applications in 2014? 5 A. So in 2014, based on what I've 6 reviewed, my understanding is that Mr. Taylor was 7 aware of one patent application, which was the 8 cyber insurance-related patent application. I 9 believe that Mr. Hood and Dr. Karp may also have 10 been aware of the application at that time. And 11 those are -- those are the ones I recall. 12 But I know that a number of witnesses 13 have spoken about this. 14 Q. And how did Palantir first learn about 15 Mr. Abramowitz's patent application relating to 16 cyber insurance? 17 A. So, again, I don't have complete 18 certainty here, but what I believe, based on the 19 evidence I've reviewed, is that Mr. Fishman first 20 informed -- Alex Fishman first informed Palantir 21 about the existence of a cyber insurance 22 application that was either filed or pending 23 filing. 24 I reviewed Mr. Fishman's transcript. I 25 believe he spoke about this. And I've also</p>
<p style="text-align: right;">Page 31</p> <p>1 A. So based on the evidence I reviewed, 2 I'm not certain who was the first person to learn 3 about Mr. Abramowitz's patent application. I 4 believe I reviewed testimony that Dr. Karp might 5 have found out about it at some point in time 6 prior to receiving the applications, as well as 7 Mr. Sankar. But I don't know with certainty who 8 the very first person was. 9 Q. Did you only look at testimony in 10 connection with this issue? 11 A. I looked at testimony, I looked at 12 documents, and I spoke with individuals. 13 Q. Did you look at documents that were 14 withheld as privileged? 15 A. No, I did not. 16 Q. Do you have any understanding as to 17 factual matters that are contained within 18 documents that have been withheld as privileged as 19 it relates to Palantir's knowledge of 20 Mr. Abramowitz's patent applications? 21 MR. FURSEVICH: Objection, form. And 22 I'll instruct the witness not to answer to the 23 extent any answer would reveal attorney/client 24 communications. 25 A. I don't know because I did not look at</p>	<p style="text-align: right;">Page 33</p> <p>1 reviewed the transcripts I've referred to before 2 and spoken with certain individuals. 3 That's my understanding. That's my 4 best understanding. 5 Q. So as far as Palantir is concerned, is 6 Mr. Fishman's testimony regarding his revelation 7 of Mr. Abramowitz's patent application relating to 8 cyber insurance accurate? 9 A. I don't know that we can, you know, 10 make statements as to the accuracy. But it 11 does -- it does track with the understanding of 12 other individuals of Palantir that Mr. Fishman was 13 someone who informed Palantir about 14 Mr. Abramowitz's application. 15 As to the remainder of Mr. Fishman's 16 testimony, I don't know that I've looked as to 17 whether or not that is entirely Palantir's version 18 of events. 19 Q. How does it track with the other 20 understanding of individuals at Palantir? 21 A. How does what track? 22 Q. Mr. Fishman's testimony. You said his 23 statements track with the understanding of other 24 individuals at Palantir. 25 MR. FURSEVICH: Objection to form.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 34</p> <p>1 A. I don't know his exact statements, and 2 I'd be happy to look at the document. From my 3 recollection he said that he informed -- I don't 4 remember who it was. He said he informed someone 5 at Palantir about the cyber insurance application 6 in the fall, I believe, or late 2014, which I 7 think is consistent with other evidence that I've 8 reviewed. 9 Q. What other evidence are you referring 10 to? 11 A. I'm referring to documents related to 12 this topic as well as discussion with Mr. Taylor, 13 Mr. Taylor's deposition testimony, maybe 14 Mr. Hood's. I can't recall all of them. I can't 15 recall all the pieces. 16 Q. Did Mr. Taylor tell you that he recalls 17 Mr. Fishman being the first person to tell 18 Palantir -- to inform folks at Palantir about 19 Mr. Abramowitz's cyber insurance application? 20 A. I don't recall that specific statement. 21 Q. What did Mr. Taylor tell you about 22 Mr. Fishman's communications with Palantir 23 regarding the cyber insurance application? 24 A. I don't recall what he said about 25 Mr. Fishman. My recollection from my conversation</p>	<p style="text-align: right;">Page 36</p> <p>1 conversations with Dr. Karp how he learned of the 2 application? 3 A. I don't recall if Dr. Karp told me of 4 how he learned of the application in our 5 conversation. I believe Dr. Karp had some 6 testimony on this topic, but, I'm sorry, I don't 7 recall that as I sit here. 8 Q. Are you aware of any documents that 9 reflect how Palantir first learned of 10 Mr. Abramowitz's cyber insurance application? 11 A. I recall that I reviewed some documents 12 on this topic from that 2014 time period. I don't 13 recall what specific documents. 14 Q. Do you recall whether any of those 15 documents indicated who or how Palantir -- sorry, 16 strike that. 17 Are you aware of any of those documents 18 indicating from whom Palantir learned about the 19 cyber insurance application in the first instance? 20 A. I can't remember the precise contents 21 of any of the documents I reviewed on that topic. 22 I do recall that our, you know, belief, based on 23 those documents as well as the testimony, is that 24 Mr. Fishman was the person who told us about the 25 cyber insurance patent application. However, I'm</p>
<p style="text-align: right;">Page 35</p> <p>1 with Mr. Taylor was about how in September of 2014 2 he asked to meet with Marc to understand the 3 insurance application because we had not heard 4 about it from Mr. Abramowitz at that time. 5 Q. So Mr. Taylor has stated to you that he 6 knew that it wasn't Mr. Abramowitz who had 7 informed Palantir about the application? 8 A. I don't -- I don't recall the exact 9 words. But, as I said, Mr. Taylor spoke with me 10 about having to conduct a meeting with 11 Mr. Abramowitz because we had no information from 12 Mr. Abramowitz about his application. 13 Q. But Mr. Taylor knew in advance of the 14 meeting there was in fact an application; correct? 15 A. I believe that's -- I believe that's 16 correct. I would refer back to Mr. Taylor's 17 testimony. 18 Q. Did Mr. Taylor tell you how he knew 19 that there was an application? 20 A. I don't remember exactly. I believe 21 that he received information possibly from 22 Dr. Karp or Mr. Hood. But I do recall that there 23 was testimony from him on this topic, so I would 24 refer back to his testimony. 25 Q. Did Dr. Karp tell you in your</p>	<p style="text-align: right;">Page 37</p> <p>1 not sure that he was the first. There may have 2 been another third party. 3 Q. Can I direct you to Exhibit 334 in the 4 marked exhibits folder? 5 (Exhibit 334, Palantir's amended 6 responses and objections to Plaintiff KT4 7 Partners' fourth set of interrogatories, 8 marked for identification.) 9 A. Sure. 10 Q. Actually, before we get there, are your 11 answers any different if I focus you on the 12 dynamic security rating or dynamic bond rating 13 application filed by Mr. Abramowitz? Does 14 Palantir have any knowledge as to how it first 15 learned of that application? 16 MR. FURSEVICH: Objection, outside the 17 scope of the 30(b)(6) notice. 18 A. I'm sorry, I don't recall. I don't 19 know that I reviewed the relevant documents for 20 that particular application, but I don't recall. 21 Q. Let's go to the Bates ending in 2731, 22 which is -- well, strike that. 23 Before we go there, let's just make 24 sure we're on the same page. 25 A. Okay.</p>

10 (Pages 34 - 37)

CONFIDENTIAL

<p style="text-align: right;">Page 38</p> <p>1 Q. Exhibit 334 are Palantir's amended 2 responses and objections to Plaintiff KT4 3 Partners' fourth set of interrogatories; correct? 4 A. That is what this says, yes. 5 Q. These are interrogatory responses given 6 in the Delaware Superior Court action; correct? 7 A. That looks to be correct, yes. 8 Q. Okay. So let's go to the Bates ending 9 in 271, which is -- you should see Interrogatory 10 31 and the response on that page? 11 A. Okay. I'm on that page. Do you want 12 me to review this? 13 Q. Let's make sure we're looking at the 14 same thing. 15 A. Okay. 16 Q. One second. I think I've lost my page 17 now. Interrogatory 31 reads, Describe in detail 18 when and how you first learned of the patent 19 applications. 20 Do you see that? 21 A. Yes. 22 Q. Do you see the substantive answer of 23 Palantir begins on the bottom of page 26 with the 24 sentence reading, In or around September or 25 October 2014, Abramowitz informed Palantir in</p>	<p style="text-align: right;">Page 40</p> <p>1 A. If you're asking what is the basis for 2 the statements in this interrogatory, I did not 3 specifically look or prepare to testify as to the 4 basis for this interrogatory in the Delaware 5 matter. 6 Q. But you did look into how Palantir 7 first learned about Mr. Abramowitz's patent 8 applications; correct? 9 A. Yes, that is I believe one of the 10 topics that I was prepared for, or roughly 11 speaking one of the topics that I was prepared 12 for. 13 Q. And this interrogatory response says 14 that it was Mr. Abramowitz who informed Palantir 15 about the patent applications. But you are now 16 telling me that Palantir believes it was 17 Mr. Fishman who first informed? 18 MR. FURSEVICH: Objection, misstates 19 the document, and outside the scope of the 20 30(b)(6) notice, argumentative. 21 A. So I don't think that was my testimony. 22 I -- Mr. Abramowitz certainly, at some point in 23 time after he was confronted with the information, 24 did tell Palantir a minimal amount about the 25 existence of a cyber insurance application.</p>
<p style="text-align: right;">Page 39</p> <p>1 general terms that he either filed or intended to 2 file certain patent applications in connection 3 with cyber insurance and dynamic bond ratings? 4 Do you see that? 5 A. I see the sentence. I'm not sure -- 6 I'm not sure I can or cannot categorize it as the 7 first substantive sentence, but I see the sentence 8 you're talking about. 9 Q. Okay. Then the next sentence in that 10 paragraph -- we'll continue on. In the next page 11 it states, When Palantir learned of this fact, 12 Palantir's employee, Ryan Taylor, reached out to 13 Abramowitz via e-mail and arranged an in-person 14 meeting. 15 Do you see that? 16 A. Yes. 17 Q. What was the basis for Palantir's 18 answer in these interrogatory responses that it 19 was Mr. Abramowitz who had informed Palantir in 20 general terms that he had either filed or intended 21 to file certain patent applications in connection 22 with cyber insurance and dynamic bond ratings? 23 MR. FURSEVICH: Objection, it misstates 24 the document, outside the scope of the 25 30(b)(6) notice.</p>	<p style="text-align: right;">Page 41</p> <p>1 I think what you had asked me is how 2 did Palantir first learn about the application, 3 and my belief there, based on the testimony that 4 I've reviewed now at this time, which I think 5 occurred since this interrogatory, is that 6 Mr. Fishman was likely the person who told us, but 7 we don't have certainty on that. 8 Q. My question was the same as -- my 9 question was seeking the same information sought 10 by Interrogatory 31 that we're looking at in 11 Exhibit 334, which is how you -- "you" being 12 Palantir -- first learned of the patent 13 applications. And Exhibit -- sorry, in Exhibit 14 334 in the response to Interrogatory 31, there is 15 no mention of Mr. Fishman, and there is only a 16 mention of Mr. Abramowitz informing. 17 And I want to know why Palantir's 18 answer has changed on that subject. 19 MR. FURSEVICH: Objection, this is 20 argumentative, form, and outside the scope of 21 the 30(b)(6) notice. 22 A. I'm not sure that Palantir's answer on 23 this has changed. I know that based on all of the 24 evidence that's been provided to date I'm 25 providing our best recollection. I know that --</p>

CONFIDENTIAL

<p style="text-align: right;">Page 42</p> <p>1 or I believe that this was probably some time ago, 2 but I also don't know that it's inconsistent with 3 what I'm discussing. 4 So I'm simply not -- not really 5 prepared to talk about the factual basis for this 6 interrogatory from a separate case. 7 Q. How did Palantir learn about 8 Mr. Abramowitz's patent applications relating to 9 health care? 10 A. My understanding based on what I 11 reviewed is Palantir learned about 12 Mr. Abramowitz's patent applications regarding 13 health care through searches that Palantir 14 conducted. 15 Q. Were those searches conducted in August 16 of 2016? 17 A. At least one of those searches was 18 conducted in August 2016, yes. 19 Q. I'm going to direct you to Exhibit 335. 20 (Exhibit 335, e-mail dated April 2015 21 from Abramowitz to Hood, marked for 22 identification.) 23 (Pause.) 24 Q. Do you have it up? 25 A. Yes, I see that.</p>	<p style="text-align: right;">Page 44</p> <p>1 Q. What do you mean, "it's grammatically 2 off"? What about the link is grammatically off? 3 A. No, I'm sorry, the my, comma, IP. I 4 don't know what that means. 5 Q. You're referring to the comma in 6 Mr. Abramowitz's text being grammatically off? 7 A. I think, or it's grammatically right 8 and I just don't understand. 9 Q. After Mr. Hood received this message 10 from Mr. Abramowitz referring to my IP, did 11 Mr. Hood ever ask Mr. Abramowitz what he meant by 12 that? 13 MR. FURSEVICH: Objection, outside the 14 scope of the 30(b)(6) notice, and calls for 15 speculation. 16 A. So I don't -- I don't remember as I sit 17 here whether or not I reviewed testimony or spoke 18 with Mr. Hood about this particular e-mail. 19 Q. Are you aware of anyone at Palantir 20 ever following up with Mr. Abramowitz about the IP 21 he was referring to in this article about Watson 22 fuels assault on health research? 23 MR. FURSEVICH: Objection, outside the 24 scope of the 30(b)(6) notice, and lacks 25 foundation.</p>
<p style="text-align: right;">Page 43</p> <p>1 Q. You can see Exhibit 335 is an e-mail 2 from Mr. Abramowitz to Gavin Hood in April of 2015 3 with the subject line: Apple, IBM team up for 4 Watson-fueled assault on health research, 5 FierceBiotech IT. 6 Do you see that? 7 A. I see that as the subject line, I 8 believe, yes. 9 Q. And Mr. Abramowitz writes in the body 10 of the e-mail: My, IP on this, if you want to 11 revisit this market with some backup. And then 12 there is a link with what appears to be an article 13 or a news story relating to IBM and Apple; 14 correct? 15 A. I don't have the link, so I can't say 16 what this relates to. I see -- I see the words on 17 the page. 18 Q. And the words on the page indicate that 19 that's what it relates to; correct? 20 MR. FURSEVICH: Objection, calls for 21 speculation. 22 A. Yeah, I couldn't say what this -- what 23 this relates to. It is also kind of grammatically 24 off, so I'm not actually sure he's talking about 25 his IP. I just don't know what this relates to.</p>	<p style="text-align: right;">Page 45</p> <p>1 A. I don't know what he was referring to 2 in this -- in this e-mail. 3 Q. My question is just whether any -- are 4 you aware of anyone at Palantir ever following up 5 with Mr. Abramowitz about the IP that he was 6 referring to in Exhibit 335? 7 MR. FURSEVICH: Same objections. 8 A. I don't know how someone could follow 9 up with him if we don't understand what the -- on 10 the IP if we don't understand what this e-mail is. 11 So I don't recall speaking with anyone who talked 12 about this e-mail, and that's my best 13 recollection. 14 Q. Okay. Well, regardless if you can't 15 understand it now, are you aware of any 16 communications with Mr. Abramowitz regarding the 17 content of Exhibit 335? 18 MR. FURSEVICH: Objection, outside the 19 scope of the 30(b)(6) notice. 20 A. Again, I don't recall as I sit here now 21 whether or not Gavin Hood spoke about this e-mail 22 in his testimony or when I spoke to him several 23 years ago in preparation for my last deposition. 24 Q. And aside from Gavin Hood, you're not 25 aware of any follow up with anyone else from</p>

CONFIDENTIAL

<p style="text-align: right;">Page 46</p> <p>1 Palantir; correct?</p> <p>2 A. I don't know that I conducted an</p> <p>3 exhaustive research into this. I don't remember</p> <p>4 speaking with anyone about this e-mail.</p> <p>5 Q. On what dates did Palantir learn that</p> <p>6 Mr. Abramowitz allegedly misappropriated its trade</p> <p>7 secrets or confidential information?</p> <p>8 A. I believe that was in August 2016. I</p> <p>9 don't recall the precise days, but this may be in</p> <p>10 an interrogatory response.</p> <p>11 Q. And what trade secrets did it discover</p> <p>12 being misappropriated on those dates?</p> <p>13 MR. FURSEVICH: Objection, outside the</p> <p>14 scope of the 30(b)(6) notice.</p> <p>15 A. So I know it's the trade secrets -- at</p> <p>16 least the trade secrets that were reflected in</p> <p>17 Mr. Abramowitz health care, cyber, and natural</p> <p>18 resource patent application. I believe all of</p> <p>19 them were discovered at that time, but I -- I'm</p> <p>20 not sure. Maybe one was later. I believe those</p> <p>21 were all discovered at that time.</p> <p>22 Q. And what was the misappropriation that</p> <p>23 Palantir supposedly discovered in August of 2016?</p> <p>24 MR. FURSEVICH: Objection, outside the</p> <p>25 scope of the 30(b)(6) notice.</p>	<p style="text-align: right;">Page 48</p> <p>1 counsel at that time and since then.</p> <p>2 Q. What I'm just trying to understand is</p> <p>3 whether Palantir has learned of any other alleged</p> <p>4 acts of misappropriation aside from the patent</p> <p>5 applications that it discovered in August of 2016.</p> <p>6 And I think that's fairly called for -- it's not</p> <p>7 fairly called for -- it's directly called for by</p> <p>8 the 30(b)(6) notice. I just --</p> <p>9 MR. WOHLGEMUTH: For Yegor's sake, are</p> <p>10 you instructing her not to answer whether any</p> <p>11 other forms of misappropriation were</p> <p>12 discovered and when? Is that -- I just want</p> <p>13 to make sure we have it clear.</p> <p>14 MR. FURSEVICH: No. The witness</p> <p>15 already provided testimony that was called for</p> <p>16 by the 30(b)(6) notice. I was instructing the</p> <p>17 witness not to answer to the extent in her</p> <p>18 personal capacity she learned of any other</p> <p>19 facts from communications with counsel. But</p> <p>20 my instruction stands. However, you can reask</p> <p>21 your question.</p> <p>22 Q. Setting aside the patent</p> <p>23 applications -- strike that.</p> <p>24 Setting aside the patent applications</p> <p>25 that Palantir discovered in August of 2016, has</p>
<p style="text-align: right;">Page 47</p> <p>1 A. The misappropriation that Palantir</p> <p>2 discovered in August of 2016 by Mr. Abramowitz was</p> <p>3 misappropriation of trade secrets in health care,</p> <p>4 cyber, and natural resources.</p> <p>5 Q. What was the act of misappropriation</p> <p>6 that Palantir believes that it uncovered in August</p> <p>7 of 2016?</p> <p>8 MR. FURSEVICH: Same objections, and</p> <p>9 calls for a legal conclusion.</p> <p>10 A. Yeah, I'm not sure I can recollect.</p> <p>11 What I can say is we discovered patent</p> <p>12 applications at that time and we spoke with</p> <p>13 counsel.</p> <p>14 Q. Other than the patent applications, did</p> <p>15 Palantir learn of any other alleged</p> <p>16 misappropriation by Mr. Abramowitz?</p> <p>17 MR. FURSEVICH: Objection, calls --</p> <p>18 sorry, objection, outside the scope of the</p> <p>19 30(b)(6) notice.</p> <p>20 And, Ms. Personick, to the extent your</p> <p>21 answer will reveal attorney/client</p> <p>22 communications, I'll instruct you not to</p> <p>23 answer.</p> <p>24 A. I'm not sure that I can answer without</p> <p>25 revealing attorney/client communications with</p>	<p style="text-align: right;">Page 49</p> <p>1 Palantir learned of any alleged acts of</p> <p>2 misappropriation by Mr. Abramowitz?</p> <p>3 MR. FURSEVICH: Objection, outside the</p> <p>4 scope of the 30(b)(6) notice.</p> <p>5 A. I'm not sure I'm following the</p> <p>6 question. When you say "trade secrets," what --</p> <p>7 I'm not sure I'm following your question. What</p> <p>8 did you mean?</p> <p>9 Q. I don't think I used the word "trade</p> <p>10 secrets." I'm just trying to figure out -- we</p> <p>11 asked Palantir to prepare you on the circumstances</p> <p>12 under which Palantir learned that Mr. Abramowitz</p> <p>13 allegedly misappropriated or otherwise misused any</p> <p>14 aspect of the purported threats or your,</p> <p>15 Palantir's, confidential or proprietary</p> <p>16 information.</p> <p>17 What I'm trying to understand is</p> <p>18 whether Palantir has learned that Mr. Abramowitz</p> <p>19 either allegedly misappropriated or otherwise</p> <p>20 misused any aspect of the purported trade secrets,</p> <p>21 aside from the patent applications that we've</p> <p>22 discussed.</p> <p>23 MR. FURSEVICH: Objection, calls for a</p> <p>24 legal conclusion and falls outside the scope</p> <p>25 of the 30(b)(6) notice.</p>

13 (Pages 46 - 49)

CONFIDENTIAL

<p style="text-align: right;">Page 50</p> <p>1 Q. So with that clarification, I'm happy 2 to reask the question, because the question wasn't 3 delivered in a question format. 4 So my question is, setting aside the 5 patent applications that Palantir claims to have 6 discovered in August of 2016, has Palantir learned 7 of any alleged acts -- any other alleged acts of 8 misappropriation by Mr. Abramowitz. 9 MR. FURSEVICH: Same objections. 10 A. So the first concern that Palantir had 11 with potential misappropriation came when we 12 discovered the patent applications in August of 13 2016. 14 If you're asking whether or not we have 15 had reason to believe that he has continued to 16 misappropriate or use the information differently 17 since then, then I believe my testimony would be 18 based on conversation with counsel and my personal 19 knowledge as an attorney. So I'm not sure that I 20 can answer that. 21 Q. So Mr. Fursevich has not given you an 22 instruction not to answer the question. So are 23 you refusing to answer the question? 24 MR. FURSEVICH: I will instruct the 25 witness not to answer, as I previously</p>	<p style="text-align: right;">Page 52</p> <p>1 other than his signature. I don't -- I don't 2 recall that anyone remembered any other specific 3 communications regarding that NDA. 4 Q. So my question was limited to July 5 12th, 2014, but I think your answer was broader 6 than that. So I just want to make sure we've a 7 clear record. 8 A. No, I didn't intend -- 9 Q. Are you aware -- 10 A. Go ahead. 11 Q. Are you aware of any communications 12 between Palantir and Mr. Abramowitz regarding the 13 NDA? 14 A. Yes. 15 Q. What communications are you aware of? 16 A. So I am aware, based on what I've 17 reviewed from the deposition testimony of our 18 corporate witness on this matter -- I believe that 19 was Sunnie Jackson who testified to that -- that 20 Palantir had this form NDA in place both at the 21 time of July 12th, 2014, and prior and that all 22 visitors are required to sign it so that any time 23 Mr. Abramowitz communicated to the office that he 24 would have communicated about that NDA. 25 I'm not sure if you're asking for</p>
<p style="text-align: right;">Page 51</p> <p>1 instructed her to the extent the answer will 2 reveal any attorney/client communications. 3 It's the same instruction. 4 MR. WOHLGEMUTH: All right. We'll mark 5 that one, because that's clearly called for by 6 the topic. 7 Q. Are you familiar with the NDA that 8 Palantir puts at issue in its complaint in this 9 matter? 10 A. Is this -- which topic is this, would 11 you mind referring to me? 12 Q. This is Topic 4. The question is not 13 tied to a particular topic. 14 Are you familiar with the nondisclosure 15 agreement that Palantir puts at issue in the 16 complaint in this matter? 17 A. I am aware of the nondisclosure 18 agreement that's referenced in the complaint in 19 this matter, yes. 20 Q. What communications did Palantir have 21 with Mr. Abramowitz regarding the NDA on July 22 12th, 2014? 23 A. Based on the research I've done in 24 preparation for this deposition, I'm not aware of 25 any communications regarding that specific NDA</p>	<p style="text-align: right;">Page 53</p> <p>1 something different. 2 Q. So what communications occurred between 3 Mr. Abramowitz and Palantir regarding the NDA 4 that's at issue in Palantir's complaint? 5 A. So regarding the specific NDA that's 6 referenced in Palantir's complaint, I know that 7 Mr. Abramowitz signed the NDA. So I believe 8 that's one form of communication. 9 If you're asking for additional 10 communications, I don't know that I've seen 11 evidence that allows me to recall what additional 12 communications there would have been. I'm not 13 aware, for example, of any negotiations that took 14 place. I believe it's just our form NDA, and 15 Mr. Abramowitz signed it. 16 Q. How do you know that Mr. Abramowitz 17 signed it? 18 A. I believe I reviewed the document which 19 has Mr. Abramowitz's signature. But if you were 20 able to put that up, I would -- I would see. 21 Maybe it's a click through. I don't -- I don't 22 recall as I sit here right now. But if you would 23 put up the document, I'd be happy to take a look. 24 Q. So are you familiar with 25 Mr. Abramowitz's signature?</p>

14 (Pages 50 - 53)

CONFIDENTIAL

<p style="text-align: right;">Page 54</p> <p>1 MR. FURSEVICH: Objection, form,</p> <p>2 argumentative.</p> <p>3 A. I have seen what I believe is</p> <p>4 Mr. Abramowitz's signature. If you're asking if I</p> <p>5 am a handwriting expert, I am not.</p> <p>6 Q. I'll just represent to you it's not a</p> <p>7 click through. There is a signature line.</p> <p>8 So your understanding that that is in</p> <p>9 fact Mr. Abramowitz's signature is based on your</p> <p>10 recollection of Mr. Abramowitz's signature from</p> <p>11 other contexts and in comparison to what is on the</p> <p>12 NDA?</p> <p>13 A. I did not perform a handwriting</p> <p>14 analysis. I took it at face value that</p> <p>15 Mr. Abramowitz's signature is actually his</p> <p>16 signature.</p> <p>17 Q. Got it.</p> <p>18 A. And I don't believe I've seen anything</p> <p>19 to the contrary, but if there is something, I'd be</p> <p>20 happy to review it.</p> <p>21 Q. Are you aware of any evidence</p> <p>22 indicating that that -- that the NDA that's been</p> <p>23 produced -- strike that.</p> <p>24 Are you aware of any evidence</p> <p>25 indicating that the NDA that's at issue in</p>	<p style="text-align: right;">Page 56</p> <p>1 itself, which, if I recall correctly, is dated</p> <p>2 July 12th, 2014.</p> <p>3 There may also have been some testimony</p> <p>4 by Ms. Jackson on this topic. I don't recall.</p> <p>5 Q. I want to make sure I understand your</p> <p>6 prior testimony. You're not aware of any</p> <p>7 negotiations between Mr. Abramowitz and Palantir</p> <p>8 relating to the NDA that's at issue in Palantir's</p> <p>9 complaint?</p> <p>10 A. That's correct, yes.</p> <p>11 Q. And who was on the security desk at</p> <p>12 Palantir in -- on -- sorry, who was on the</p> <p>13 security desk at Palantir on July 12th, 2014?</p> <p>14 MR. FURSEVICH: Objection. This is</p> <p>15 outside the scope of the 30(b)(6) notice.</p> <p>16 A. I don't recall if it was part of</p> <p>17 Ms. Jackson's deposition transcript, so I am not</p> <p>18 sure.</p> <p>19 Q. As a part of your preparation for</p> <p>20 communications with Mr. Abramowitz concerning the</p> <p>21 NDA, did you look into who was on the security</p> <p>22 desk on that date?</p> <p>23 A. I don't recall going through all the</p> <p>24 individuals who work security at Palantir, no.</p> <p>25 Q. So I take it you're not aware of any</p>
<p style="text-align: right;">Page 55</p> <p>1 Palantir's complaint was in fact generated on July</p> <p>2 12th, 2014?</p> <p>3 A. Can I ask counsel a privilege question?</p> <p>4 MR. FURSEVICH: Sure. We can go off</p> <p>5 the record.</p> <p>6 THE WITNESS: Thank you.</p> <p>7 THE VIDEOGRAPHER: The time is 10:06.</p> <p>8 We are off the record.</p> <p>9 (Recess taken from 10:06 to 10:16.)</p> <p>10 THE VIDEOGRAPHER: The time is 10:16.</p> <p>11 We are on the record.</p> <p>12 Q. So the pending question, Ms. Personick,</p> <p>13 is are you aware of any evidence indicating that</p> <p>14 the NDA that's at issue in Palantir's complaint</p> <p>15 was in fact generated on July 12th, 2014.</p> <p>16 A. So what -- the evidence that I'm</p> <p>17 aware --</p> <p>18 MR. FURSEVICH: Sorry, Ms. Personick,</p> <p>19 objection, outside the scope of the 30(b)(6)</p> <p>20 notice.</p> <p>21 Go ahead.</p> <p>22 A. So the evidence that I'm aware of --</p> <p>23 and I don't believe that this was part of the</p> <p>24 topic on which I was prepared to testify. But the</p> <p>25 evidence I'm aware of comes from the document</p>	<p style="text-align: right;">Page 57</p> <p>1 conversations between Mr. Abramowitz and anyone at</p> <p>2 the front desk on June -- on July 12th, 2014?</p> <p>3 A. As I sit here, I'm not aware of any.</p> <p>4 I've seen no evidence to suggest there were any</p> <p>5 negotiations or conversations about the NDA on</p> <p>6 July 12th, 2014. But if there's something you're</p> <p>7 thinking of specifically, I'm happy to review a</p> <p>8 document or transcript.</p> <p>9 Q. I'm going to upload another exhibit.</p> <p>10 336 should be in your folder.</p> <p>11 (Exhibit 336, Palantir's responses and</p> <p>12 objections to Defendant Marc Abramowitz's</p> <p>13 fourth set of interrogatories, marked for</p> <p>14 identification.)</p> <p>15 A. Okay. I've got it.</p> <p>16 Q. You can see these are Palantir's</p> <p>17 responses and objections to Defendant Marc</p> <p>18 Abramowitz's fourth set of interrogatories?</p> <p>19 A. That's what it says, yes.</p> <p>20 Q. And these were, as you can tell from</p> <p>21 the case caption, produced in Palantir</p> <p>22 Technologies, Inc., v. Marc L. Abramowitz, et al.,</p> <p>23 pending in the Northern District of California;</p> <p>24 correct?</p> <p>25 A. That's what it looks like, yes.</p>

15 (Pages 54 - 57)

CONFIDENTIAL

<p style="text-align: right;">Page 58</p> <p>1 Q. Let's go to page 4. Are you with me?</p> <p>2 A. Sorry, page 4 of the PDF or 4 of the</p> <p>3 document? I think I'm with you. Which</p> <p>4 interrogatory?</p> <p>5 Q. The page that has number 4 at the</p> <p>6 bottom of it.</p> <p>7 A. Yes, I'm there.</p> <p>8 Q. Do you see Interrogatory Number 2</p> <p>9 there?</p> <p>10 A. Yes, I see that.</p> <p>11 Q. It says, Identify all dates on which</p> <p>12 Marc Abramowitz's entered your offices from</p> <p>13 January 1, 2014, through May 5, 2015, the</p> <p>14 person(s) with whom he met during each visit, and</p> <p>15 the length of time of each meeting.</p> <p>16 Do you see that?</p> <p>17 A. I see that, yes.</p> <p>18 Q. And then on the next page, page 5,</p> <p>19 there is a chart with dates, times, and persons</p> <p>20 met; correct?</p> <p>21 A. I see a chart. I haven't reviewed</p> <p>22 fully. I think that's what -- I think that's</p> <p>23 right.</p> <p>24 Q. What is the basis for the entries on</p> <p>25 this chart?</p>	<p style="text-align: right;">Page 60</p> <p>1 scope of the 30(b)(6) testimony -- 30(b)(6)</p> <p>2 notice.</p> <p>3 A. I don't recall -- I don't recall</p> <p>4 preparing on this topic. I'm not sure what</p> <p>5 communications this is based on. I haven't</p> <p>6 reviewed all of those documents; or I have, but I</p> <p>7 certainly don't know them by Bates number. So,</p> <p>8 I'm sorry, I don't know how to answer that</p> <p>9 question.</p> <p>10 Q. How did Palantir determine when the</p> <p>11 meetings that are listed in the chart on page 5 of</p> <p>12 Exhibit 336, how was it determined when they</p> <p>13 occurred?</p> <p>14 MR. FURSEVICH: Objection, outside the</p> <p>15 scope of the 30(b)(6) notice and the parties'</p> <p>16 agreement pertaining to these issues, and</p> <p>17 form.</p> <p>18 A. I don't know that I recall how we went</p> <p>19 through this chart, and I don't know that anything</p> <p>20 I would recall is not privileged. This isn't --</p> <p>21 that particular question is not one that I looked</p> <p>22 into for purposes of this deposition.</p> <p>23 Q. Setting aside the document now --</p> <p>24 A. Okay.</p> <p>25 Q. -- what counsel did you meet with in</p>
<p style="text-align: right;">Page 59</p> <p>1 MR. FURSEVICH: Objection, outside the</p> <p>2 scope of the 30(b)(6) notice and outside the</p> <p>3 parties' agreement pertaining to interrogatory</p> <p>4 responses.</p> <p>5 But you can go ahead and answer, to the</p> <p>6 extent you can, Ms. Personick.</p> <p>7 A. My understanding as I sit here is the</p> <p>8 basis of the documents that are cited below the</p> <p>9 chart as part of this interrogatory.</p> <p>10 Q. Are you aware of any other basis other</p> <p>11 than the specific documents that are cited? In</p> <p>12 other words, are there documents that are not</p> <p>13 cited that form the basis for any of these</p> <p>14 meetings?</p> <p>15 MR. FURSEVICH: Same objections.</p> <p>16 A. I am not aware of any, but I don't know</p> <p>17 that I specifically looked into this</p> <p>18 interrogatory's bases other than I am familiar</p> <p>19 with the documents cited being the basis for the</p> <p>20 chart.</p> <p>21 Q. Does Palantir have any access to data</p> <p>22 reflecting when Mr. Abramowitz actually visited</p> <p>23 Palantir aside from e-mail communications</p> <p>24 associated with those visits?</p> <p>25 MR. FURSEVICH: Objection, outside the</p>	<p style="text-align: right;">Page 61</p> <p>1 preparation for today's testimony?</p> <p>2 A. I met with Yegor and I believe Philip</p> <p>3 Myer, Mayer, Myer. Don't tell Philip.</p> <p>4 Q. Is that it?</p> <p>5 A. That's all I recall. Oh, and I believe</p> <p>6 in-house counsel for Palantir was there as well.</p> <p>7 Q. Who was that?</p> <p>8 A. Matt Helton and Maria.</p> <p>9 Q. How many meetings did you have?</p> <p>10 A. Maybe three or four. I don't recall.</p> <p>11 I feel like the deposition's been postponed, so I</p> <p>12 don't recall exactly how many meetings.</p> <p>13 Q. During any of those meetings -- well,</p> <p>14 strike that.</p> <p>15 All in, about how long did you meet</p> <p>16 with the various counsel that you mentioned?</p> <p>17 A. I believe it was -- it was certainly</p> <p>18 over ten hours. Somewhere between 10 and 15</p> <p>19 hours, maybe.</p> <p>20 Q. Did any of the counsel that you</p> <p>21 mentioned provide you with any factual information</p> <p>22 for purposes of you testifying regarding that</p> <p>23 information here today?</p> <p>24 MR. FURSEVICH: I'll instruct the</p> <p>25 witness not to reveal any attorney/client</p>

16 (Pages 58 - 61)

CONFIDENTIAL

<p style="text-align: right;">Page 62</p> <p>1 communications.</p> <p>2 A. I'm not sure I understand the question.</p> <p>3 Counsel provided me with documents. I'm not sure</p> <p>4 I understand what else you're asking about.</p> <p>5 Q. So did counsel provide you with factual</p> <p>6 information not memorialized in -- well, strike</p> <p>7 that.</p> <p>8 We've already established you did not</p> <p>9 look at any documents that were withheld on</p> <p>10 privilege grounds; is that correct?</p> <p>11 A. That's correct.</p> <p>12 Q. Did counsel provide you with any</p> <p>13 factual information outside of a document for the</p> <p>14 purpose of you testifying regarding that factual</p> <p>15 information?</p> <p>16 MR. FURSEVICH: This question is so</p> <p>17 broad, I'll instruct the witness not to answer</p> <p>18 on attorney/client privilege grounds.</p> <p>19 Q. Who was the assistant to Dr. Karp that</p> <p>20 you reached out to regarding the document that we</p> <p>21 marked as Exhibit 99?</p> <p>22 A. I believe her name was Kelly Maze.</p> <p>23 Q. And how did you reach out to Ms. Maze?</p> <p>24 A. I sent Ms. Maze an e-mail to the</p> <p>25 address that I believe Palantir has on record for</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. All right. And you can see Exhibit 337</p> <p>2 is a document that's entitled Palantir's</p> <p>3 supplemental privilege withhold log, and it's</p> <p>4 dated 10/25/2021; correct?</p> <p>5 A. That's what it looks like on the</p> <p>6 document.</p> <p>7 Q. I'm going to direct you to -- you see</p> <p>8 how there's a column entitled PL number?</p> <p>9 A. The first column?</p> <p>10 Q. Yeah.</p> <p>11 A. Yes, I see that.</p> <p>12 Q. Great. I'm going to direct you to PL</p> <p>13 number 5-3, 53.</p> <p>14 A. Okay. I see that.</p> <p>15 Q. Okay. Do you see there's a document</p> <p>16 that's logged on line 53, and date of the document</p> <p>17 is September 23rd, 2014, and then there's a number</p> <p>18 of e-mail addresses that are associated with this</p> <p>19 entry and then a subject line that reads, re Marc</p> <p>20 Abramowitz patents?</p> <p>21 Do you see that?</p> <p>22 A. I do see that. Just so you know, the</p> <p>23 columns aren't carrying down, like the column</p> <p>24 headers. So, yes, I see e-mail addresses, I see</p> <p>25 date, and I see re Marc Abramowitz patents, yeah.</p>
<p style="text-align: right;">Page 63</p> <p>1 her.</p> <p>2 Q. Did you just send the one e-mail or was</p> <p>3 there any follow-up?</p> <p>4 A. I can't recall. I believe it was one</p> <p>5 e-mail. I believe I just sent the e-mail and then</p> <p>6 did not hear anything in responses from her.</p> <p>7 Q. And what did you say in the e-mail?</p> <p>8 A. I don't recall the specifics of what I</p> <p>9 said. I believe generally I said, Do you have a</p> <p>10 few minutes to speak?</p> <p>11 Q. And did you attempt to contact her any</p> <p>12 way other than e-mail?</p> <p>13 A. I don't believe that I did. I'm not</p> <p>14 sure I have any other way to contact her. But I</p> <p>15 don't recall any other means.</p> <p>16 Q. All right. I'm going to show you</p> <p>17 another document, which should be there.</p> <p>18 A. What's the number? I don't know if I'm</p> <p>19 seeing.</p> <p>20 Q. I think it should have just arrived.</p> <p>21 337.</p> <p>22 (Exhibit 337, Palantir's supplemental</p> <p>23 privilege withhold log, marked for</p> <p>24 identification.)</p> <p>25 A. Okay. I've got it.</p>	<p style="text-align: right;">Page 65</p> <p>1 Q. And I take it you did not review that</p> <p>2 document in preparation for today's testimony?</p> <p>3 A. That's correct, I did not review it.</p> <p>4 Q. Did you speak with Ashley Agacki?</p> <p>5 A. In preparation for today, I did not</p> <p>6 speak with Ashley Agacki, no.</p> <p>7 Q. Have you spoken with Ashley Agacki</p> <p>8 about Mr. Abramowitz's patent applications ever?</p> <p>9 A. I don't -- I don't recall if I've ever</p> <p>10 seen with her about them. I believe I have when</p> <p>11 she was at Palantir, but I honestly don't recall.</p> <p>12 Q. What do you believe you spoke with her</p> <p>13 about with respect to Mr. Abramowitz's patent</p> <p>14 applications?</p> <p>15 MR. FURSEVICH: I'll instruct the</p> <p>16 witness not to answer to the extent the answer</p> <p>17 would reveal any attorney/client</p> <p>18 communications.</p> <p>19 A. I honestly -- I don't recall one way or</p> <p>20 the other, so I just don't recall the</p> <p>21 conversations with Ashley about this topic.</p> <p>22 Q. You see Adam Eltoukhy listed in I guess</p> <p>23 it's the fifth column?</p> <p>24 A. I see Adam Eltoukhy, esquire, yes.</p> <p>25 Q. Did you speak with Adam Eltoukhy in</p>

17 (Pages 62 - 65)

CONFIDENTIAL

<p style="text-align: right;">Page 66</p> <p>1 preparation for today's testimony?</p> <p>2 A. I did not speak with Adam Eltoukhy in</p> <p>3 preparation for today's deposition.</p> <p>4 Q. What information did Palantir have</p> <p>5 regarding Marc Abramowitz's patent applications as</p> <p>6 of September 23rd, 2014?</p> <p>7 A. So I can't recall the specific date.</p> <p>8 If there's a document -- are you referring to --</p> <p>9 is that the date of Mr. Taylor's meeting,</p> <p>10 September 23rd?</p> <p>11 Q. It's the date of this privilege log</p> <p>12 entry that I'm referring to.</p> <p>13 A. Oh, okay.</p> <p>14 So as of September 2014, I believe that</p> <p>15 what Palantir knew was that Mr. Abramowitz had</p> <p>16 filed a patent application in the cyber insurance</p> <p>17 field.</p> <p>18 Q. And who at Palantir knew that?</p> <p>19 A. Based on what I've reviewed, I believe</p> <p>20 Mr. Taylor knew that. At that time Shyam Sankar</p> <p>21 might have known that. Based on my review of</p> <p>22 Mr. Taylor's deposition, I believe Mr. Hood and</p> <p>23 Dr. Karp might have known that. And that's what</p> <p>24 I -- that's what I recall.</p> <p>25 MR. FURSEVICH: I didn't get a chance</p>	<p style="text-align: right;">Page 68</p> <p>1 A. I see that, yes.</p> <p>2 Q. And then there's another column that</p> <p>3 states, e-mail providing information for the</p> <p>4 purpose of obtaining legal advice regarding</p> <p>5 Mr. Abramowitz's cyber insurance patent</p> <p>6 application.</p> <p>7 Do you see that?</p> <p>8 A. I believe it says Marc, but yes.</p> <p>9 Q. Oh, did I say mister?</p> <p>10 A. Yeah. That's fine.</p> <p>11 Q. I take it from your prior answers you</p> <p>12 did not review this document in preparation for</p> <p>13 today's testimony?</p> <p>14 A. That's correct, I did not review this</p> <p>15 document.</p> <p>16 Q. And you don't understand any of</p> <p>17 Palantir's counsel to have provided you with the</p> <p>18 factual information memorialized in this document;</p> <p>19 is that correct?</p> <p>20 MR. FURSEVICH: I'll caution the</p> <p>21 witness not to answer to the extent the answer</p> <p>22 would review any attorney/client</p> <p>23 communications.</p> <p>24 A. I don't know what factual information</p> <p>25 is in this document. I haven't reviewed it. So</p>
<p style="text-align: right;">Page 67</p> <p>1 to object, but object on the ground that the</p> <p>2 question calls for information outside the</p> <p>3 cope of the 30(b)(6) notice.</p> <p>4 Q. Let's go to line 57, PL number 57,</p> <p>5 which is just on the next page, and you can see an</p> <p>6 entry with the date February 7th, 2015, and then</p> <p>7 the next column says Shyam Sankar with</p> <p>8 Mr. Sankar's e-mail address.</p> <p>9 Do you see that entry?</p> <p>10 A. Yes, I see that. 57, you said?</p> <p>11 Q. That's correct.</p> <p>12 A. Yes, I see that.</p> <p>13 Q. And you can see that in the next column</p> <p>14 are the names of Ryan Taylor, Alex Karp, Matt</p> <p>15 Long, and someone named Scott H-S-U. I would say</p> <p>16 Hsu?</p> <p>17 A. Hsu.</p> <p>18 Q. Hsu. Who is Mr. Hsu?</p> <p>19 A. Mr. Hsu is an attorney at Palantir.</p> <p>20 Q. Is he currently an attorney at</p> <p>21 Palantir?</p> <p>22 A. Yes, he is.</p> <p>23 Q. And then you see two columns over from</p> <p>24 Mr. Hsu's column there is a column that just</p> <p>25 contains the text Marc A. Do you see that?</p>	<p style="text-align: right;">Page 69</p> <p>1 I'm not sure I know how to answer.</p> <p>2 Q. Let me ask you this -- let me ask it</p> <p>3 this way: What did Palantir know about</p> <p>4 Mr. Abramowitz's patent applications as of</p> <p>5 February of 2015?</p> <p>6 A. So as of February 2015, based on</p> <p>7 conversations with -- and review of deposition</p> <p>8 transcript from Mr. Taylor, Dr. Karp, and Shyam</p> <p>9 Sankar, Palantir knew that Mr. Abramowitz had</p> <p>10 filed a patent application in the cyber insurance</p> <p>11 field. And that's all that Mr. -- all that</p> <p>12 Palantir knew about Mr. Abramowitz's application.</p> <p>13 Q. Is it fair to say -- is it a fair</p> <p>14 description of your testimony that from Palantir's</p> <p>15 perspective -- well, strike that.</p> <p>16 Is your testimony that Palantir's</p> <p>17 knowledge with respect to the patent applications</p> <p>18 was unchanged between September of 2014 and</p> <p>19 February of 2015?</p> <p>20 A. I'm not sure if that's my exact</p> <p>21 testimony, but what I would say is that I don't</p> <p>22 believe that Palantir -- from what I've reviewed,</p> <p>23 the evidence that I reviewed, that Palantir had</p> <p>24 additional information about the substance of what</p> <p>25 was contained in Mr. Abramowitz's patent</p>

18 (Pages 66 - 69)

CONFIDENTIAL

<p style="text-align: right;">Page 70</p> <p>1 application.</p> <p>2 Q. Okay. Well, what additional</p> <p>3 information had it obtained relating to patent</p> <p>4 applications at all?</p> <p>5 A. I haven't reviewed for that entire time</p> <p>6 period. I think the information that Palantir had</p> <p>7 was that Mr. Abramowitz had filed a patent</p> <p>8 application in the cyber insurance field.</p> <p>9 At some point in time I believe we</p> <p>10 tried to obtain information on the patent</p> <p>11 application from Mr. Abramowitz, and he indicated</p> <p>12 that he could not provide that information to us.</p> <p>13 I believe Mr. Abramowitz mentioned an NDA related</p> <p>14 to the application.</p> <p>15 And that's -- that's what I recall</p> <p>16 sitting here. But I know that Mr. Taylor,</p> <p>17 Mr. Sankar, Mr. Hood, and Dr. Karp have testified</p> <p>18 to this.</p> <p>19 Q. Now let's go to PL 71 and 72. We can</p> <p>20 just stick with -- we can just stick with 71,</p> <p>21 actually. Let me know when you're there. It's</p> <p>22 page 19 of the privilege log.</p> <p>23 A. Okay. I am there.</p> <p>24 Q. You see that this entry has a date of</p> <p>25 May 23rd, 2015?</p>	<p style="text-align: right;">Page 72</p> <p>1 preparation with counsel; correct?</p> <p>2 MR. FURSEVICH: I again caution the</p> <p>3 witness not to reveal any attorney/client</p> <p>4 communications, and I instruct the witness not</p> <p>5 to answer to the extent her answer would</p> <p>6 reveal any such communications.</p> <p>7 Q. I'll rephrase.</p> <p>8 And you have no understanding of the</p> <p>9 factual information contained in that e-mail as a</p> <p>10 result of your preparation with counsel; correct?</p> <p>11 A. I don't know if that's correct. I</p> <p>12 don't know what factual information is contained</p> <p>13 in that e-mail, so I'm not sure if I know the</p> <p>14 factual information.</p> <p>15 Q. As of May of 2015, what information did</p> <p>16 Palantir have regarding Mr. Abramowitz's patent</p> <p>17 applications?</p> <p>18 A. So my understanding based on what I've</p> <p>19 reviewed is as of May 2015 Palantir had</p> <p>20 substantially similar information to previously,</p> <p>21 which is that Mr. Abramowitz had filed a cyber</p> <p>22 insurance patent application and that we did not</p> <p>23 have access to that application and that</p> <p>24 Mr. Abramowitz did not provide us with information</p> <p>25 regarding the substance contained in that</p>
<p style="text-align: right;">Page 71</p> <p>1 A. I'm sorry, did you say 71 or 72?</p> <p>2 Q. I said 71, but I meant -- I was looking</p> <p>3 at 72. We can stick with 71.</p> <p>4 A. Okay.</p> <p>5 Q. It has May 22nd, 2015; correct?</p> <p>6 A. Yes, I see that.</p> <p>7 Q. And the -- let's call it sixth column</p> <p>8 in has text that reads re Marc Abramowitz?</p> <p>9 A. I see text that reads re Marc</p> <p>10 Abramowitz.</p> <p>11 Q. And then the column directly to the</p> <p>12 right of that includes a description that reads,</p> <p>13 e-mail chain and attachment requesting information</p> <p>14 for the purpose of providing legal advice and</p> <p>15 providing information for the purpose of obtaining</p> <p>16 legal advice regarding Marc Abramowitz's cyber</p> <p>17 insurance patent application.</p> <p>18 Do you see that?</p> <p>19 A. Yes, I see that.</p> <p>20 Q. I take it that you have not reviewed</p> <p>21 that e-mail in connection with your preparation</p> <p>22 for today's testimony?</p> <p>23 A. That's correct.</p> <p>24 Q. And you have no understanding of the</p> <p>25 substance of that e-mail as a result of your</p>	<p style="text-align: right;">Page 73</p> <p>1 application.</p> <p>2 Q. And had the universe of people who were</p> <p>3 aware of this information relating to</p> <p>4 Mr. Abramowitz's patent application changed or</p> <p>5 were they the same folks?</p> <p>6 MR. FURSEVICH: Objection, falls</p> <p>7 outside the scope of the 30(b)(6) notice.</p> <p>8 A. I'm not sure of who was aware of</p> <p>9 Mr. Abramowitz's patent application. I'm not sure</p> <p>10 who he told, who he shared it with. I don't know.</p> <p>11 Q. All right. You prepared to testify</p> <p>12 regarding any business activities involving Marc</p> <p>13 Abramowitz and the potential cyber insurance</p> <p>14 business he was exploring prior to May 31 of 2015?</p> <p>15 A. Yes, I'm prepared to testify to that</p> <p>16 topic to the extent agreed between the parties.</p> <p>17 Q. I first want to focus my questions on</p> <p>18 2014. What information did Palantir have</p> <p>19 regarding Mr. Abramowitz's exploration of a cyber</p> <p>20 insurance business in 2014?</p> <p>21 A. Sorry, I reviewed -- I reviewed a lot</p> <p>22 of materials. I believe that in 2014 the</p> <p>23 information that Palantir had was that</p> <p>24 Mr. Abramowitz was working on cyber insurance for</p> <p>25 Palantir, potentially with Alex Fishman at that</p>

CONFIDENTIAL

<p style="text-align: right;">Page 74</p> <p>1 time -- I'm not sure if that's quite the correct 2 date -- and was conducting business development 3 activities for Palantir in the cyber insurance 4 field. 5 Q. What did Palantir understand 6 Mr. Fishman and Mr. Abramowitz to be doing with 7 respect to cyber insurance? 8 A. Generally I recall that Palantir 9 understood at least Mr. Abramowitz to be doing 10 business development activities and research and 11 sort of feeling out the space of cyber insurance 12 and how Palantir could best operate in that space. 13 But that's a very generally 14 understanding. I think there's probably some 15 deposition testimony that I could refer to that is 16 slightly more detailed on this. 17 Q. Did Palantir understand Mr. Fishman and 18 Mr. Abramowitz to be working on the creation of a 19 new entity that would somehow operate in the cyber 20 insurance space? 21 A. I know I reviewed documents around 22 this. I don't -- I don't recall if there's a 23 specific document. I'd be happy to review it. 24 What I do recall is that they were -- 25 Mr. Abramowitz and I believe Mr. Fishman were</p>	<p style="text-align: right;">Page 76</p> <p>1 sorry, Dr. Karp, was apprised of at that time. I 2 recall reviewing his deposition transcript and 3 having a conversation with him where he made 4 reference or I believe was shown some documents 5 around -- around the cyber insurance topic. 6 And that's what I'm basing my knowledge 7 on. I don't have any further knowledge than that. 8 Q. So the basis for your description of 9 Dr. Karp working closely with Mr. Fishman and 10 Mr. Abramowitz is based on Dr. Karp's testimony; 11 is that correct? 12 A. I don't think my testimony was that 13 Dr. Karp worked closely with Mr. Fishman and 14 Mr. Abramowitz on the cyber insurance business. 15 Q. You testified it was Palantir's 16 understanding that they were operating on behalf 17 of and to the benefit of Palantir and working 18 closely with the company. And I asked you who 19 were they working closely with, and you stated -- 20 you gave Dr. Karp as an example, and then you said 21 perhaps Sam Sankar. 22 So I just want to understand was 23 Dr. Karp working closely with Mr. Abramowitz and 24 Mr. Fishman or not. 25 MR. FURSEVICH: Objection, vague, and</p>
<p style="text-align: right;">Page 75</p> <p>1 working around setting up cyber insurance business 2 for Palantir. I don't know if there was any 3 discussion of how that would be structured. I 4 don't recall as I sit here. 5 Q. When you say "for Palantir," what do 6 you mean by that? 7 A. It was Palantir's understanding that 8 they were operating on behalf of and to the 9 benefit of Palantir and working closely with the 10 company. 11 Q. Who was working closely with 12 Mr. Fishman and Mr. Abramowitz in connection with 13 these efforts? 14 A. I believe, based on conversation and 15 testimony from Dr. Karp, that at least Dr. Karp 16 was aware and involved in the cyber efforts. I 17 don't recall who else. Perhaps Shyam Sankar. I 18 don't recall as I sit here. 19 Q. So fair to say that Dr. Karp was 20 apprised of Mr. Abramowitz and Mr. Fishman's 21 activities with respect to cyber insurance in 22 2014? 23 MR. FURSEVICH: Objection, calls for 24 speculation, misstates testimony. 25 A. I don't know exactly what Mr. Karp --</p>	<p style="text-align: right;">Page 77</p> <p>1 falls outside the scope of the 30(b)(6) 2 notice. 3 A. Again, I'm not sure that that is what I 4 stated. I think there was more to my second 5 answer. But my understanding of Dr. Karp's 6 interactions with Mr. Abramowitz on the cyber 7 insurance matter stemmed from my review of 8 Dr. Karp's transcript as well as documents that I 9 believe were produced in this litigation, I know 10 were produced in this litigation. 11 And I don't have any additional 12 information regarding Dr. Karp's involvement in 13 the cyber insurance activities of Mr. Abramowitz. 14 Q. I'm sorry. 15 A. No, I'm done. 16 Q. Let's just level set a minute. Did 17 Palantir work closely with Mr. Fishman and 18 Mr. Abramowitz with respect to their efforts in 19 the cyber insurance space in 2014? 20 A. I believe that Mr. Abramowitz from what 21 I recall was perhaps reporting back on some of the 22 activities. That's what I was referring to in my 23 earlier answer when I talked about him working 24 closely with the business. 25 I know he was also given access to</p>

20 (Pages 74 - 77)

CONFIDENTIAL

<p style="text-align: right;">Page 78</p> <p>1 Palantir's confidential information. And I do 2 know it was Palantir's understanding that he was 3 operating to Palantir's benefit and so had access 4 to Palantir individuals and information. 5 Q. What individuals are you referring to? 6 A. I believe I've seen him have 7 conversations or evidence of him having 8 conversations with Dr. Karp, with Shyam Sankar, 9 with Kevin Kawasaki, with a number of other folks. 10 And I think there's been testimony on his sort of 11 close interaction or interactions with individuals 12 at Palantir. 13 Q. What was Palantir's understanding as to 14 Mr. Fishman's role with respect to 15 Mr. Abramowitz's and Mr. Fishman's work on cyber 16 insurance? 17 MR. FURSEVICH: Objection, falls 18 outside the scope of the 30(b)(6) notice. 19 A. I'm not sure that I -- I'm not sure 20 that I'm aware of Palantir's knowledge as to 21 Mr. Fishman at this time. 22 Q. Does Palantir have any understanding as 23 to when Mr. Abramowitz and Mr. Fishman stopped 24 working together? 25 A. I recall reviewing Fishman's deposition</p>	<p style="text-align: right;">Page 80</p> <p>1 Mr. Abramowitz stopped working on cyber insurance, 2 what is Palantir's understanding as to 3 Mr. Abramowitz's continued exploration of a cyber 4 insurance business? 5 MR. FURSEVICH: Objection, vague as to 6 time. 7 A. Yeah, I'm not sure of the timing of 8 that sequence, so I don't know as I sit here right 9 now without reviewing something additional. 10 Q. Does Palantir have any understanding as 11 to what Mr. Abramowitz's activities in cyber 12 insurance were in 2015? 13 A. Yeah, I believe in 2015 at the -- my 14 understanding is that in 2015, roughly the end 15 of -- of -- was it May 2015, or May or February 16 2015, there was a point in time at which Palantir 17 became aware of information that might lead to the 18 suspicion that Mr. Abramowitz was continuing to 19 work in cyber insurance but outside of -- outside 20 of -- outside of Palantir. 21 I think that was in -- I think that was 22 in February. It might have been in May. I'm 23 sorry, I don't remember the date as I sit here. 24 But prior to that time in 2015, Palantir 25 understood that Mr. Abramowitz was still pursuing</p>
<p style="text-align: right;">Page 79</p> <p>1 transcript, and he may have stated this. There 2 may also have been documents. But as I sit here, 3 I can't remember. 4 Q. Does Palantir have any understanding as 5 to why Mr. Abramowitz and Mr. Fishman stopped 6 working together outside of the testimony that 7 Mr. Fishman gave on the subject? 8 A. So outside of the testimony that 9 Mr. Fishman gave, I can't recall if there was 10 reference to -- there might have been reference to 11 this in either Dr. Karp or Mr. Sankar's deposition 12 transcript, or maybe others, but I don't recall as 13 I sit here right now. 14 Q. Let's now focus on 2015. Well, strike 15 that. 16 Palantir does understand that at some 17 point Mr. Fishman and Mr. Abramowitz did stop 18 working together with respect to cyber insurance; 19 correct? 20 A. That is -- that is my understanding. 21 That's -- I believe based on what I've reviewed, 22 that's my understanding that Palantir was aware 23 that at some point in time they stopped working on 24 cyber insurance together. 25 Q. All right. So after Mr. Fishman and</p>	<p style="text-align: right;">Page 81</p> <p>1 cyber insurance opportunities and field for 2 Palantir. 3 Q. Let's go to Exhibit 338. 4 (Exhibit 338, e-mails, marked for 5 identification.) 6 A. Okay. 7 Q. Do you have it up? 8 A. Yes, I have that up. 9 Q. You can see Exhibit 338 is an e-mail 10 string with the top e-mail from Tyler Scriven to 11 Shyam Sankar on February 7th, 2015. Do you see 12 that? 13 A. I see that, yeah. 14 Q. And Mr. Sankar is forwarding an e-mail 15 from Mr. Abramowitz that was also sent on February 16 7th, 2015. Do you see that? 17 MR. FURSEVICH: Misstates the document. 18 Q. Okay. Mr. Scriven is forwarding an 19 e-mail from Mr. Abramowitz that was also sent on 20 February 7th, 2015; correct? 21 A. That's what it appears from the face of 22 the document. 23 Q. Is this the document that you're 24 referring to that led Palantir to believe in 25 February of 2015 Mr. Abramowitz was pursuing a</p>

21 (Pages 78 - 81)

CONFIDENTIAL

<p style="text-align: right;">Page 82</p> <p>1 cyber insurance outside of the context of</p> <p>2 Palantir?</p> <p>3 A. No.</p> <p>4 MR. FURSEVICH: Objection, misstates</p> <p>5 testimony.</p> <p>6 A. This is not the document that I was</p> <p>7 referring to in my prior testimony. I also am</p> <p>8 not -- I don't believe at this time Palantir</p> <p>9 suspected that Mr. Abramowitz was exploring cyber</p> <p>10 insurance outside of Palantir.</p> <p>11 Q. What document were you thinking --</p> <p>12 strike that.</p> <p>13 Your testimony was I think in February</p> <p>14 or May 2015 Palantir became aware of information</p> <p>15 that might lead to the suspicion that</p> <p>16 Mr. Abramowitz was continuing to work in cyber</p> <p>17 insurance but outside -- outside of Palantir.</p> <p>18 What information are you referring to?</p> <p>19 A. There was a document that if I recall</p> <p>20 correctly had some reference to someone named</p> <p>21 Hank. It was an e-mail thread. And I don't --</p> <p>22 I'm sorry, they're all starting to blend. I don't</p> <p>23 remember more than that.</p> <p>24 But I do recall that there was another</p> <p>25 document that was -- now I'm thinking it was</p>	<p style="text-align: right;">Page 84</p> <p>1 MR. FURSEVICH: I'll instruct you not</p> <p>2 to answer to the extent your answer would</p> <p>3 reveal attorney/client communications,</p> <p>4 Ms. Personick.</p> <p>5 A. Yeah, I think it would be privileged.</p> <p>6 Q. Well, do you have any understanding as</p> <p>7 to whether Shyam Sankar received this document?</p> <p>8 A. I don't personally have any</p> <p>9 understanding as to whether or not he received</p> <p>10 this document. I see it was addressed to him.</p> <p>11 Q. Do you know what Shyam Sankar did upon</p> <p>12 receiving this e-mail that's been marked as</p> <p>13 Exhibit 338?</p> <p>14 A. As I sit here right now, I'm not sure</p> <p>15 that I know. I don't recall if I've reviewed</p> <p>16 anything on this.</p> <p>17 Q. And let's just level set. In the first</p> <p>18 e-mail Mr. Abramowitz writes to Mr. Scriven:</p> <p>19 Would Shyam want to team up for insurance, and</p> <p>20 Mr. Scriven forwards that to Mr. Sankar and</p> <p>21 states, Any thoughts on how to gently shut this</p> <p>22 down?</p> <p>23 Do you see that?</p> <p>24 A. Yes, I see him saying would -- I</p> <p>25 believe he's referring to Shyam -- wanted to team</p>
<p style="text-align: right;">Page 83</p> <p>1 probably May of 2015, end of May 2015. Actually,</p> <p>2 I'm looking at the notice, and, yeah, May 23rd,</p> <p>3 2015. So it was a document roughly around that</p> <p>4 time period.</p> <p>5 Q. All right. Let's direct our focus back</p> <p>6 on Exhibit 338. Did you speak with Shyam Sankar</p> <p>7 about this exhibit?</p> <p>8 A. I don't recall if I spoke with Shyam on</p> <p>9 this exhibit specifically. I recall reviewing</p> <p>10 Shyam's deposition transcript. I believe this may</p> <p>11 have been discussed there, but I don't recall at</p> <p>12 this time.</p> <p>13 Q. It was not, because it was not produced</p> <p>14 at the time of Mr. Sankar's deposition.</p> <p>15 So does that help refresh your</p> <p>16 recollection as to whether you spoke with</p> <p>17 Mr. Sankar regarding this document?</p> <p>18 A. It does not help refresh my</p> <p>19 recollection on whether I spoke to Mr. Sankar</p> <p>20 regarding this document in preparation for this</p> <p>21 document.</p> <p>22 Q. Have you spoken with Mr. Sankar</p> <p>23 regarding this document outside of the context of</p> <p>24 preparation for this deposition?</p> <p>25 A. I believe --</p>	<p style="text-align: right;">Page 85</p> <p>1 up for insurance.</p> <p>2 Q. You're pointing out he may have</p> <p>3 misspelled Mr. Sankar's name?</p> <p>4 A. Yeah.</p> <p>5 Q. Did Mr. Sankar try to gently shut this</p> <p>6 down, as Mr. Scriven suggests?</p> <p>7 MR. FURSEVICH: Objection, outside the</p> <p>8 scope of the 30(b)(6) notice, and form, and</p> <p>9 calls for speculation.</p> <p>10 A. Yeah, as I sit here right now, I'm not</p> <p>11 sure that I know the answer to your question. I</p> <p>12 may have at some point. I don't know.</p> <p>13 Q. Are you aware of Palantir taking any</p> <p>14 action in response to this e-mail exchange that</p> <p>15 we've marked as Exhibit 338?</p> <p>16 MR. FURSEVICH: Objection, outside the</p> <p>17 scope of the 30(b)(6) notice.</p> <p>18 A. I don't recall, but also this is not</p> <p>19 something that I reviewed or looked for. For</p> <p>20 example, I -- yeah, I don't recall. I didn't look</p> <p>21 at any privileged communications. I don't -- I</p> <p>22 don't know how to answer the question.</p> <p>23 MR. WOHLGEMUTH: I want to take another</p> <p>24 five-minute break. I have a little exhibit</p> <p>25 issue I've got to work through, and I think</p>

22 (Pages 82 - 85)

CONFIDENTIAL

<p style="text-align: right;">Page 86</p> <p>1 we've been going maybe a little less than an</p> <p>2 hour, if that's all right with you.</p> <p>3 MR. FURSEVICH: That's fine.</p> <p>4 THE VIDEOGRAPHER: It is 10:56. We are</p> <p>5 off the record.</p> <p>6 (Recess taken from 10:56 to 11:06.)</p> <p>7 THE VIDEOGRAPHER: The time is 11:06.</p> <p>8 We are on the record.</p> <p>9 Q. All right. Ms. Personick, you should</p> <p>10 have Exhibit 339 in your marked exhibits folder?</p> <p>11 (Exhibit 339, e-mails, marked for</p> <p>12 identification.)</p> <p>13 A. Okay. I've got that up.</p> <p>14 Q. You see this is an e-mail exchange</p> <p>15 between Mr. Abramowitz and someone named Prasanna</p> <p>16 in February 2015?</p> <p>17 A. I see this is an e-mail from Marc</p> <p>18 Abramowitz to Prasanna February 2015, yes.</p> <p>19 Q. And do you see the bottom two</p> <p>20 paragraphs -- actually, the bottom paragraph has</p> <p>21 text that reads, Also, Tyler thinks we should talk</p> <p>22 to -- I think that is supposed to be Shyam -- and</p> <p>23 Erik Rosenbaum (sp?) to make sure there's no</p> <p>24 disconnect. I talked to Bob Palantir, and he says</p> <p>25 the cyber stuff is very new at Palantir and Shyam</p>	<p style="text-align: right;">Page 88</p> <p>1 MR. FURSEVICH: Objection, falls</p> <p>2 outside the scope of the 30(b)(6) notice.</p> <p>3 A. From my personal knowledge, I believe</p> <p>4 Bob McGrew was an engineer at Palantir at some</p> <p>5 point. He may have -- I'm not sure what his role</p> <p>6 was. But I believe we had an employee named Bob</p> <p>7 McGrew.</p> <p>8 Q. Are you aware, as Palantir's 30(b)(6)</p> <p>9 representative, of any conversations between Bob</p> <p>10 McGrew and Prasanna Srikhanta relating to</p> <p>11 Mr. Abramowitz's cyber insurance efforts?</p> <p>12 A. I don't -- as Palantir's 30(b)(6)</p> <p>13 witness, I don't recall reviewing anything that</p> <p>14 showed conversation between Bob McGrew and</p> <p>15 Prasanna. I could be wrong there.</p> <p>16 I recall seeing a conversation I think</p> <p>17 perhaps between Aki and Prasanna, but I don't know</p> <p>18 if Bob McGrew was on there. And I don't recall if</p> <p>19 I saw any other evidence of a conversation between</p> <p>20 Bob and Prasanna.</p> <p>21 Q. Is "Aki" Aki Jain?</p> <p>22 A. Akash Jain, yes, that's correct.</p> <p>23 Q. In the top e-mail Mr. Abramowitz refers</p> <p>24 to trying to set up a meeting. Is Palantir aware</p> <p>25 of any meeting attempted to be set up by Prasanna</p>
<p style="text-align: right;">Page 87</p> <p>1 has been cycling people in and out of the role.</p> <p>2 Do you see that?</p> <p>3 A. I see what you read.</p> <p>4 Q. And then Mr. Abramowitz responds, You</p> <p>5 know Shyam better than me, and I don't know the</p> <p>6 other guy at all. Do you want to try to set up</p> <p>7 the meeting?</p> <p>8 Do you see that?</p> <p>9 A. I see what you read. I can't really</p> <p>10 tell from the context of this what was sent to</p> <p>11 who. I think it may be missing something. But I</p> <p>12 see what you read.</p> <p>13 Q. Is Palantir aware of any communications</p> <p>14 between either Mr. Abramowitz or Prasanna</p> <p>15 Srikhanta and someone named Bob with respect to</p> <p>16 cyber insurance or cybersecurity?</p> <p>17 MR. FURSEVICH: I apologize, I was</p> <p>18 muted. I was objecting on the grounds that</p> <p>19 this question falls outside the scope of the</p> <p>20 30(b)(6) notice.</p> <p>21 A. I don't know who was being referred to</p> <p>22 here, but I also don't know that I -- I don't know</p> <p>23 that I reviewed this. I don't know who Bob is</p> <p>24 here.</p> <p>25 Q. Who is Bob McGrew?</p>	<p style="text-align: right;">Page 89</p> <p>1 Srikhanta in February of 2015 relating to cyber</p> <p>2 insurance?</p> <p>3 MR. FURSEVICH: Objection, falls</p> <p>4 outside the scope of the 30(b)(6) notice.</p> <p>5 A. So I don't -- I don't -- I don't know</p> <p>6 what's going on in this e-mail. I don't know that</p> <p>7 there's more than one that I'm looking at. But is</p> <p>8 your question just was there a meeting that</p> <p>9 Palantir set up in February 2015 with Prasanna?</p> <p>10 Q. My question is is Palantir aware of any</p> <p>11 meeting that Prasanna Srikhanta attempted to set</p> <p>12 up in February of 2015 relating to cyber</p> <p>13 insurance.</p> <p>14 MR. FURSEVICH: Same objections.</p> <p>15 A. I'm not in aware of -- I'm not aware of</p> <p>16 what meetings -- I'm not aware of what Prasanna</p> <p>17 was doing.</p> <p>18 Q. Are you aware of Prasanna Srikhanta</p> <p>19 having any communications with anyone at Palantir</p> <p>20 relating to Mr. Abramowitz's cyber insurance</p> <p>21 efforts?</p> <p>22 A. I believe, as I referenced, there was</p> <p>23 an e-mail or a document thread at least with Aki,</p> <p>24 who's an employee at Palantir, and Prasanna. I</p> <p>25 don't recall the details as I sit here. I'd be</p>

23 (Pages 86 - 89)

CONFIDENTIAL

<p style="text-align: right;">Page 90</p> <p>1 happy to take a look at that document, though.</p> <p>2 Q. Is that e-mail the only communication</p> <p>3 you're aware of concerning communications between</p> <p>4 Prasanna Srikhanta and Palantir concerning</p> <p>5 Mr. Abramowitz's cyber insurance efforts?</p> <p>6 A. As I sit here now, I'm only aware of</p> <p>7 the conversations between Aki and Prasanna. I</p> <p>8 don't know if it was just one e-mail. I can't</p> <p>9 recall if there were additional conversations that</p> <p>10 are reflected. But that's what I can remember</p> <p>11 based on what I've reviewed.</p> <p>12 Q. Well, setting aside what's written in</p> <p>13 any e-mail, what oral communications are you aware</p> <p>14 of between Prasanna Srikhanta and Aki Jain</p> <p>15 concerning Mr. Abramowitz's cyber insurance</p> <p>16 activities?</p> <p>17 A. I don't recall the specific details of</p> <p>18 the conversation. What I recall was essentially</p> <p>19 that Prasanna didn't want to get involved in the</p> <p>20 discussion about cyber insurance. But I don't</p> <p>21 recall any specifics of the conversations, if</p> <p>22 there were any.</p> <p>23 Q. So where did you get the notion that</p> <p>24 Prasanna didn't want to get involved? Was that</p> <p>25 something Mr. Jain told you?</p>	<p style="text-align: right;">Page 92</p> <p>1 to Shyam cc'ing Gavin Hood and Alex Karp, May</p> <p>2 2015.</p> <p>3 Q. And you see the subject line is re</p> <p>4 Abramowitz and Prasanna?</p> <p>5 A. I see the subject line, yes.</p> <p>6 Q. What was Palantir's understanding of</p> <p>7 what Prasanna's role was with respect to</p> <p>8 Mr. Abramowitz's cyber insurance business</p> <p>9 exploration?</p> <p>10 MR. FURSEVICH: Objection, outside the</p> <p>11 scope of the 30(b)(6) notice.</p> <p>12 A. Sorry, can you repeat that?</p> <p>13 Q. What was Palantir's understanding of</p> <p>14 what Prasanna's role was with respect to</p> <p>15 Mr. Abramowitz's cyber insurance business</p> <p>16 exploration?</p> <p>17 MR. FURSEVICH: Same objection.</p> <p>18 A. Oh, this is the e-mail I was referring</p> <p>19 to before when I was talking about an e-mail that</p> <p>20 references Hank. This is the e-mail thread.</p> <p>21 Sorry.</p> <p>22 I don't -- I don't recall reviewing an</p> <p>23 entire like body of evidence or the records</p> <p>24 specifically for the point of what Prasanna's role</p> <p>25 was with Mr. Abramowitz's business activities or</p>
<p style="text-align: right;">Page 91</p> <p>1 A. I believe that's based on reviewing</p> <p>2 both the documents as well as Mr. -- it might have</p> <p>3 been Mr. Sankar's deposition transcript and my</p> <p>4 prior deposition transcript, as I recall.</p> <p>5 Q. Did you speak to Mr. -- I'm sorry.</p> <p>6 Were you finished?</p> <p>7 A. Yes.</p> <p>8 Q. Did you speak to Mr. Jain in connection</p> <p>9 with today's deposition?</p> <p>10 A. I did not -- I don't believe I spoke</p> <p>11 with Aki in preparation for today's deposition.</p> <p>12 Q. Did you speak with him in connection</p> <p>13 with the prior deposition?</p> <p>14 A. That I can't recall right now. It was</p> <p>15 quite some time ago. But -- yeah, I can't recall</p> <p>16 as I sit here right now.</p> <p>17 Q. Let's go to Exhibit 340.</p> <p>18 (Exhibit 340, e-mails, marked for</p> <p>19 identification.)</p> <p>20 Q. Do you have Exhibit 340?</p> <p>21 A. I have it, yes.</p> <p>22 Q. This is an e-mail string between Akash</p> <p>23 Jain, Shyam Sankar, Gavin Hood, Alex Karp in May</p> <p>24 2015; correct?</p> <p>25 A. I see this is an e-mail from Akash Jain</p>	<p style="text-align: right;">Page 93</p> <p>1 any business activities.</p> <p>2 From the documents that I recall and</p> <p>3 the transcripts -- including the transcripts I</p> <p>4 recall, I believe Prasanna had some sort of</p> <p>5 interaction with Marc around cyber, but I can't --</p> <p>6 I can't remember more than that as I sit here.</p> <p>7 Q. In the very bottom e-mail Mr. Sankar</p> <p>8 writes in the second sentence: Prasanna is his</p> <p>9 business partner in building a cyber insurance</p> <p>10 business together.</p> <p>11 How did Palantir come to learn that?</p> <p>12 MR. FURSEVICH: Objection, lacks</p> <p>13 foundation.</p> <p>14 A. I don't know what Shyam meant here, and</p> <p>15 I don't know as I sit here that I understand where</p> <p>16 this e-mail or what appears to be an e-mail is</p> <p>17 coming from.</p> <p>18 Q. Do you have any idea what information</p> <p>19 either Mr. Sankar or anyone at Palantir received</p> <p>20 that precipitated this e-mail exchange?</p> <p>21 MR. FURSEVICH: Objection, vague.</p> <p>22 A. I don't -- I just don't recall as I sit</p> <p>23 here right now.</p> <p>24 Q. So when Mr. Sankar writes, Prasanna is</p> <p>25 now involved in Abramowitz's scam/IP theft from</p>

24 (Pages 90 - 93)

CONFIDENTIAL

<p style="text-align: right;">Page 94</p> <p>1 Palantir. Palantir does not have any 2 understanding as to how Mr. Sankar came to 3 understand that. 4 A. I mean, Palantir may have an 5 understanding. I just -- as I sit here right now, 6 I don't -- I don't recall. And I'm not sure what 7 Shyam was referring to here. This might have been 8 something I reviewed in his deposition transcript, 9 but I don't remember. 10 Q. There's a reference to in Gavin Hood's 11 e-mail just above Mr. Sankar's bottom e-mail where 12 he states, Meskell was going to/has seen Prasanna 13 to gather more data. 14 Do you see that? 15 A. I see what -- I see that language, and 16 it looks like it's associated with Gavin, yeah. 17 Q. Is Palantir aware of Mr. Meskell 18 gathering more data from Prasanna? 19 A. As I sit here, I don't recall more than 20 what's written on this page. I believe was 21 Mr. Meskell -- I believe Mr. Meskell might have 22 been deposed. 23 Q. My question is not about Mr. Meskell's 24 recollection; my question is about whether you, as 25 Palantir's 30(b)(6) representative who has access</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. Did you do anything else? 2 MR. FURSEVICH: Objection, vague and 3 outside the scope of the 30(b)(6) notice. 4 A. I did a lot of things in preparation 5 for this deposition. 6 Q. But on this issue specifically did you 7 do anything else -- 8 A. Can you repeat? 9 Q. -- to figure out -- so you recall that 10 we've been talking about Mr. Hood's representation 11 that Meskell was going to/has seen Prasanna to 12 gather more data. 13 Did you do anything besides review 14 Mr. Meskell's deposition transcript to see if 15 Mr. Meskell had in fact gathered that data? 16 A. I don't -- 17 MR. FURSEVICH: Objection, outside the 18 scope of the 30(b)(6) notice. 19 A. I don't know that I would characterize 20 this as Mr. Hood's representation that Mr. Meskell 21 was going to -- or has seen Prasanna to gather 22 more data. 23 As to conversations between Meskell and 24 Prasanna, I did not speak with Mr. Meskell and I 25 did not speak with Mr. Srikhanta in preparation</p>
<p style="text-align: right;">Page 95</p> <p>1 to all of Palantir's corporate knowledge and 2 should have done all the homework necessary to 3 testify here today, whether you are aware of 4 Mr. Meskell gathering more data as indicated in 5 Mr. Hood's May 17th e-mail. 6 MR. FURSEVICH: Objection, 7 argumentative, and outside the scope of the 8 30(b)(6) notice. 9 A. There's a lot of information and a lot 10 of homework. There's a number of topics and some 11 of them extremely broad. I did a lot of homework 12 for this preparation. And as I sit here right 13 now, I don't recall if Mr. Meskell had testified 14 to it in his deposition transcript. I'm happy to 15 review that to refresh my recollection as 16 Palantir's corporate witness. 17 Q. Other than looking at Mr. Meskell's 18 deposition transcript, did you do anything to look 19 into whether or not Mr. Meskell gathered more 20 data, as indicated in Mr. Hood's e-mail? 21 MR. FURSEVICH: Objection, outside the 22 scope of the 30(b)(6) notice. 23 A. I don't -- I don't recall speaking -- I 24 did not speak with Mr. Meskell in preparation for 25 this deposition.</p>	<p style="text-align: right;">Page 97</p> <p>1 for this deposition. I would be relying upon the 2 evidence that I did review, including the 3 deposition transcripts and other documents. 4 Q. Have you ever spoken with Prasanna 5 Srikhanta about litigation involving 6 Mr. Abramowitz? 7 MR. FURSEVICH: And I'll caution the 8 witness not to reveal any attorney/client 9 communications. 10 A. I don't -- I don't recall. 11 Q. Prior to June 23rd, 2016, did Palantir 12 take any steps to prevent the publication of any 13 patent application filed by Mr. Abramowitz? 14 MR. FURSEVICH: This is outside -- this 15 is a question on a topic that the defendant 16 has agreed to drop, so object on that ground. 17 A. Am I -- sorry, am I supposed to answer? 18 MR. FURSEVICH: To the extent you can, 19 with any personal knowledge that is not 20 privileged. 21 THE WITNESS: I don't know if my 22 personal knowledge is privileged. Sorry. Do 23 you want to go off the record or... 24 MR. FURSEVICH: If you want to discuss 25 a privilege question, we'll go off the record.</p>

25 (Pages 94 - 97)

CONFIDENTIAL

<p style="text-align: right;">Page 98</p> <p>1 My objection, again, is this is a question on 2 a topic that Mr. Abramowitz has agreed to drop 3 and therefore you may answer to the extent 4 you'd have any personal knowledge. But I will 5 caution you in your answer, Ms. Personick, not 6 to reveal any attorney/client communications. 7 Q. All right. Let me ask it this way: 8 Did Palantir take any actions between let's call 9 it July of 2014 and September 1st of 2016 to 10 demand that Mr. Abramowitz return Palantir's 11 alleged trade secrets or confidential information? 12 A. So I think between that time period 13 Palantir was not aware of what trade secrets or 14 confidential information Mr. Abramowitz may be 15 using or misusing. We were not aware of it until 16 August of 2016. So I don't believe prior to that 17 we had specifically made a request. 18 I believe that in the complaint -- so 19 once we were aware of the misappropriation, there 20 was a request to cease and either return or 21 destroy -- I don't remember the exact language -- 22 all of Palantir's trade secrets. 23 Q. In between July of 2014 and September 24 1st of 2016, did Palantir ever demand that 25 Mr. Abramowitz stop using Palantir's alleged trade</p>	<p style="text-align: right;">Page 100</p> <p>1 a distinction there. I'm referring to I think 2 Dr. Karp's testimony, I believe. 3 Q. Does Palantir believe that 4 Mr. Abramowitz entered into an oral contract with 5 Palantir? 6 A. Yes, Palantir is under the 7 understanding that Mr. Abramowitz entered into an 8 oral agreement with Palantir. 9 Q. You say agreement, and I asked about 10 contract. Do you view those terms as being 11 different? 12 MR. FURSEVICH: Objection, calls for a 13 legal conclusion. 14 A. Yeah, I'm -- I'm not sure if those 15 terms are different or not. 16 Q. So then will you answer my question, 17 then, which is does Palantir believe that 18 Mr. Abramowitz entered into an oral contract with 19 Palantir? 20 MR. FURSEVICH: Objection to the 21 argumentative commentary and calls for a legal 22 conclusion, asked and answered. 23 A. I am not sure that I appreciate at this 24 point in time what like the specific legal 25 definition of contract is. So I feel more</p>
<p style="text-align: right;">Page 99</p> <p>1 secrets or confidential information in any of his 2 activities? 3 A. So I recall that there was -- I recall 4 there was a conversation between Mr. Karp -- 5 Dr. Karp and Mr. Abramowitz where -- I don't -- I 6 don't know the specifics of it, and I don't recall 7 if Dr. Karp recalls the specifics of it. I recall 8 I reviewed his deposition transcript on this where 9 sort of activities between Palantir and 10 Mr. Abramowitz ceased. 11 And then I do know that once we 12 discovered that Mr. Abramowitz was using or 13 misusing the confidential information and trade 14 secrets in August 2016, at that time I believe our 15 complaint asked for Mr. Abramowitz to cease using 16 any of Palantir's trade secrets. 17 That's -- that's what I recall from the 18 evidence that I've reviewed. 19 Q. Is your understanding of what was said 20 between Dr. Karp and Mr. Abramowitz based on 21 Dr. Karp's testimony on the subject or is there 22 some other source of knowledge that you have? 23 A. I believe I'm relying on Dr. Karp's 24 testimony on this. I know I spoke with him, but 25 I'm not sure that there -- I'm not sure if there's</p>	<p style="text-align: right;">Page 101</p> <p>1 comfortable using the term "agreement." I'm not 2 sure there is a distinction; I just don't -- I 3 don't know that I'm in a position to testify one 4 way or the other on that. 5 Q. Let's take a look at Topic 11, which 6 you have in front of you. Did you prepare for 7 that topic? 8 A. Yes, I'm prepared to testify to this 9 topic to the extent agreed between the parties. 10 Q. And do you see that this topic makes 11 reference to the date, terms, consideration 12 exchanged, parties present, and parties bound to 13 or by any oral or written contracts that you 14 alleged Marc Abramowitz entered into with Palantir 15 that you contend were in effect any time between 16 January 1, 2013, and September 1, 2016? 17 Do you see that? 18 A. I see that language, yes. 19 Q. I'll ask the question again. Does 20 Palantir contend that Mr. Abramowitz has an oral 21 contract with Palantir? 22 MR. FURSEVICH: Objection, asked and 23 answered and calls for a legal conclusion. 24 A. So, yes, Palantir does understand that 25 there was an oral agreement in place between</p>

CONFIDENTIAL

<p style="text-align: right;">Page 102</p> <p>1 Mr. Abramowitz and Palantir Technologies during</p> <p>2 that time period.</p> <p>3 Q. Why are you resistant to using the term</p> <p>4 "contract"? Help me understand.</p> <p>5 MR. FURSEVICH: Objection,</p> <p>6 argumentative.</p> <p>7 A. I'm using the term "agreement" because</p> <p>8 that's the term I understand. I'm not an expert</p> <p>9 in contract law right now. I don't know that I</p> <p>10 feel comfortable saying "contract." They could be</p> <p>11 the same thing. I just -- from my language I</p> <p>12 would generally call things an agreement.</p> <p>13 Q. What is an agreement in your language?</p> <p>14 A. So an agreement is -- I mean,</p> <p>15 someone -- someone agrees to do something.</p> <p>16 Q. Okay. Is that it?</p> <p>17 A. I don't know that I have the definition</p> <p>18 of agreement.</p> <p>19 Q. Well, it's your term that you're</p> <p>20 insisting upon using, so I just want to make sure</p> <p>21 I understand all facets of what you mean when you</p> <p>22 say there was an agreement between -- an oral</p> <p>23 agreement between Mr. Abramowitz and Palantir.</p> <p>24 When you say that there was an oral</p> <p>25 agreement, you're just saying that Mr. Abramowitz</p>	<p style="text-align: right;">Page 104</p> <p>1 this agreement was in place at that time and it</p> <p>2 was reiterated on numerous occasions with numerous</p> <p>3 individuals at Palantir.</p> <p>4 Q. So your testimony is within the time</p> <p>5 period covered by this topic of January 1, 2013,</p> <p>6 and September 1, 2016, there was just one contract</p> <p>7 between Mr. Abramowitz and Palantir that was oral?</p> <p>8 MR. FURSEVICH: Objection, asked and</p> <p>9 answered.</p> <p>10 A. During this time period there was an</p> <p>11 oral agreement in place between Mr. Abramowitz and</p> <p>12 Palantir Technologies, the terms of which were</p> <p>13 reiterated on numerous occasions. I know, for</p> <p>14 example, Dr. Karp testified that every time he</p> <p>15 spoke with Mr. Abramowitz they confirmed the</p> <p>16 confidentiality of the information that Mr. --</p> <p>17 Dr. Karp was providing and that Mr. Abramowitz</p> <p>18 agreed to keep that confidential.</p> <p>19 I don't legally know if each time it's</p> <p>20 reiterated it's a separate contract, but that's</p> <p>21 what I can testify to.</p> <p>22 Q. Well, regarding the legal import of --</p> <p>23 well, strike that.</p> <p>24 Irrespective of your analysis of the</p> <p>25 legal issues, you did prepare to discuss and</p>
<p style="text-align: right;">Page 103</p> <p>1 agreed to do something? That's the extent of what</p> <p>2 you're saying?</p> <p>3 MR. FURSEVICH: Objection, misstates</p> <p>4 testimony and form and argumentative.</p> <p>5 A. Great. No, that's not the extent of</p> <p>6 what I'm saying.</p> <p>7 Q. Then what are you saying when you say</p> <p>8 there was an agreement? What do you mean by that?</p> <p>9 A. I mean that Mr. Abramowitz and Palantir</p> <p>10 had an agreement regarding the confidentiality and</p> <p>11 the treatment of Palantir's confidential</p> <p>12 information where Mr. Abramowitz agreed to</p> <p>13 maintain the confidentiality of Palantir's</p> <p>14 information in exchange for access to that</p> <p>15 information, and that was in place between the</p> <p>16 relevant time period of this topic.</p> <p>17 Q. How many oral contracts does Palantir</p> <p>18 believe it has with Mr. Abramowitz?</p> <p>19 MR. FURSEVICH: Objection, vague.</p> <p>20 A. So the agreement that I'm talking</p> <p>21 about, which is -- you know, I don't know about</p> <p>22 all oral agreements. I'm prepared to talk about</p> <p>23 this nondisclosure agreement between January 1,</p> <p>24 2013, and September 1, 2016, per this topic.</p> <p>25 And for this my understanding is that</p>	<p style="text-align: right;">Page 105</p> <p>1 testify about Palantir's position in this</p> <p>2 litigation concerning oral contracts with</p> <p>3 Mr. Abramowitz; correct?</p> <p>4 MR. FURSEVICH: Objection, asked and</p> <p>5 answered.</p> <p>6 A. I'm prepared to testify to Topic 11 as</p> <p>7 agreed between the parties.</p> <p>8 Q. And Palantir is contending in this case</p> <p>9 that there was just one oral contract between it</p> <p>10 and Mr. Abramowitz?</p> <p>11 MR. FURSEVICH: Objection, asked and</p> <p>12 answered.</p> <p>13 Q. In this time frame?</p> <p>14 MR. FURSEVICH: Same objection.</p> <p>15 A. During this time frame, there was an</p> <p>16 oral agreement between Mr. Abramowitz and</p> <p>17 Palantir, and that agreement was to keep</p> <p>18 information confidential and receive access to it.</p> <p>19 And I know that Dr. Karp testified that he</p> <p>20 reiterated this with Mr. Abramowitz on numerous</p> <p>21 occasions, and I believe Shyam Sankar also</p> <p>22 testified that Mr. Abramowitz agreed to keep</p> <p>23 information confidential when he spoke with him.</p> <p>24 And that's Palantir's knowledge on this topic.</p> <p>25 Q. Sorry, you said Mr. Sankar's testimony</p>

27 (Pages 102 - 105)

CONFIDENTIAL

<p style="text-align: right;">Page 106</p> <p>1 and Dr. Karp's testimony regarding their 2 communications with Mr. Abramowitz represents 3 Palantir's knowledge with respect to the content 4 of the oral contract? 5 A. That is at least what I'm relying on. 6 There may be other things that I don't recall, but 7 those are the ones that come to mind. 8 I believe I may also have been -- it 9 may also have been from conversation with 10 Dr. Karp. But I believe I recall in his 11 deposition transcript he spoke about repeatedly 12 reiterating these obligations and this agreement 13 with Mr. Abramowitz. 14 Q. Who is the party to the oral contract? 15 A. My understanding is Mr. Abramowitz and 16 Palantir Technologies. 17 Q. Is KT4 Partners a party to the oral 18 contract? 19 A. I don't know in what capacity 20 Mr. Abramowitz, if he was saying he was also 21 representing KT4. I know from our perspective we 22 understood that Mr. Abramowitz was a party to it 23 and was agreeing to maintain the confidentiality 24 of Palantir's information under the oral 25 agreements.</p>	<p style="text-align: right;">Page 108</p> <p>1 the first time Mr. Abramowitz agreed to the 2 confidentiality obligations; I do know that at 3 least when Mr. Abramowitz was receiving the 4 information related to health care, cyber, and 5 natural resources and acting on Palantir's behalf 6 in business development activities the agreement 7 was in place. 8 Q. What did you do to determine the date 9 of execution of the oral contract? 10 A. For this topic I spoke with Dr. Karp, I 11 reviewed deposition transcripts, including 12 Dr. Karp's and Ms. DeMeuse and Shyam Sankar; and 13 likely others, but I'm not recalling all of them. 14 Q. I don't mean to cut you off. My 15 question is not about general preparation. Did 16 you ask Dr. Karp specifically what date he 17 executed the oral contract with Mr. Abramowitz? 18 A. I don't recall if I asked that precise 19 question in those words. I know -- I know I 20 either spoke with him or reviewed testimony -- I 21 can't recall which at this moment -- around when 22 the contract was in place. 23 Q. What did Mr. Abramowitz say to enter 24 into the oral contract that Palantir contends to 25 have existed?</p>
<p style="text-align: right;">Page 107</p> <p>1 Q. How about the Marc Abramowitz 2 Charitable Trust Number II, was it a party to the 3 Connecticut oral contract? 4 A. I'm not sure -- I'm not sure if 5 Mr. Abramowitz was also representing his trust, 6 number II. My understanding is it was 7 Mr. Abramowitz who entered into this agreement 8 with Palantir Technologies. 9 Q. What did you do to prepare for this 10 topic regarding oral contracts with 11 Mr. Abramowitz? 12 A. For this topic I believe I spoke with 13 Dr. Karp, I reviewed deposition transcripts, 14 including Dr. Karp and Shyam Sankar as well as I 15 think Lauren DeMeuse, maybe Casey Ketterling. 16 There was a number of deposition transcripts. I'm 17 not -- I'm not sure I recall all of the ones that 18 were precisely reviewed with this topic in mind. 19 And that's what I -- that's what I 20 recall sitting here. 21 Q. When was the oral contract executed? 22 A. The oral agreement was in place at 23 least as of July -- I'm sorry, January 1st, 2013. 24 Q. Do you know when it was first executed? 25 A. I'm not certain of the exact date of</p>	<p style="text-align: right;">Page 109</p> <p>1 MR. FURSEVICH: Objection, vague. 2 A. I'm not sure I recall from my 3 preparation what exact words Mr. Abramowitz used. 4 I do recall that a number of different witnesses 5 testified that Mr. Abramowitz agreed, understood, 6 and reinforced the fact that he appreciated the 7 confidentiality of Palantir's information and that 8 he would maintain that confidentiality. 9 Q. So I'm just interested in the witnesses 10 who heard Mr. Abramowitz utter words that created 11 an oral contract. Who are the witnesses that 12 Palantir believes heard Mr. Abramowitz utter those 13 words of contract formation? 14 So, in other words, I'm not interested 15 in understanding reinforcing that portion of your 16 testimony. I just want to know who are the 17 witnesses that Palantir believes heard 18 Mr. Abramowitz utter the words of contract 19 formation with respect to the oral contract that 20 Palantir contends to exist. 21 A. I'm not sure I understand the nuances 22 of your question, but what I can say is that 23 Dr. Karp testified to this, that Mr. Abramowitz 24 told him that he would maintain Palantir's 25 information as confidential.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 110</p> <p>1 Now that I'm thinking on it, it might</p> <p>2 also be in Mr. Hood's testimony as well as</p> <p>3 Mr. Sankar.</p> <p>4 Q. I take it from your prior answer that</p> <p>5 you can't tell me the specific words that</p> <p>6 Mr. Abramowitz uttered in order to enter into the</p> <p>7 oral contract that Palantir contends to exist?</p> <p>8 MR. FURSEVICH: Objection, vague and</p> <p>9 calls for a legal conclusion, asked and</p> <p>10 answered.</p> <p>11 A. I don't recall specific words that</p> <p>12 Mr. Abramowitz spoke, and I'm also not sure what</p> <p>13 you're referring to when you're asking about in</p> <p>14 order to enter into the agreement. It sounds a</p> <p>15 bit like a legal conclusion.</p> <p>16 But what I can tell you is that</p> <p>17 Dr. Karp testified to his recollection of his</p> <p>18 conversations with Mr. Abramowitz, and I don't</p> <p>19 have additional specific language that</p> <p>20 Mr. Abramowitz used.</p> <p>21 Q. And what did Palantir say to</p> <p>22 Mr. Abramowitz in order to -- strike that.</p> <p>23 What did Palantir say to Mr. Abramowitz</p> <p>24 when it entered into the oral contract?</p> <p>25 A. So Palantir -- my understanding is that</p>	<p style="text-align: right;">Page 112</p> <p>1 A. So Mr. Abramowitz was obligated to</p> <p>2 maintain the confidentiality of Palantir's</p> <p>3 confidential information.</p> <p>4 Q. How was information identified as</p> <p>5 being -- well, strike that.</p> <p>6 What information was subject to the</p> <p>7 oral contract that Palantir believes to have</p> <p>8 existed?</p> <p>9 A. So my understanding is that any</p> <p>10 confidential information that Palantir shared with</p> <p>11 Mr. Abramowitz was and should have been kept</p> <p>12 confidential under this agreement as well as</p> <p>13 others.</p> <p>14 Q. What was the process under the oral</p> <p>15 contract for the designation of information as</p> <p>16 being confidential or not confidential?</p> <p>17 MR. FURSEVICH: Objection, vague.</p> <p>18 A. Yeah, I'm not sure I understand what</p> <p>19 you mean.</p> <p>20 Q. Well, was there a provision in the oral</p> <p>21 contract that specified how information would be</p> <p>22 designated as being confidential or not?</p> <p>23 A. Again, I'm not sure I understand</p> <p>24 when -- generally when Palantir enters into a</p> <p>25 contract the parties understand what confidential</p>
<p style="text-align: right;">Page 111</p> <p>1 Dr. Karp as well as I think Shyam Sankar and</p> <p>2 potentially others when they discussed this</p> <p>3 agreement with Mr. Abramowitz would express to him</p> <p>4 how it was important that he kept the information</p> <p>5 confidential and, you know, they did this as they</p> <p>6 identified the information they're sharing as</p> <p>7 confidential and the work we do as confidential.</p> <p>8 I'm looking -- in my mind I'm relying</p> <p>9 on Dr. Karp's deposition transcript here as well</p> <p>10 as I believe Mr. Sankar's and potentially also</p> <p>11 Mr. Hood or Ms. DeMeuse. But I can't recall all</p> <p>12 of the deposition transcripts that would be</p> <p>13 relevant, but I'm recalling those specifically.</p> <p>14 Q. Are you relying on anything other than</p> <p>15 deposition transcripts in the answer you just</p> <p>16 gave?</p> <p>17 A. Again, I spoke with Dr. Karp. And I</p> <p>18 apologize, I think I may be blending sometimes</p> <p>19 what's in his transcript versus what I spoke with</p> <p>20 him about. But I believe in this case it's</p> <p>21 reflected in his deposition. I know he was</p> <p>22 questioned on this.</p> <p>23 Q. What were Mr. Abramowitz's supposed</p> <p>24 obligations under the oral contract that Palantir</p> <p>25 believes to have existed?</p>	<p style="text-align: right;">Page 113</p> <p>1 information is. It's kind of a standard</p> <p>2 understood term to anyone operating in business.</p> <p>3 So I'm not sure what you're looking</p> <p>4 for. I believe that Mr. Abramowitz was told about</p> <p>5 confidential information and that it was</p> <p>6 confidential. I also would think that</p> <p>7 Mr. Abramowitz would have asked if he had any</p> <p>8 question about the scope of what should be kept</p> <p>9 confidential or what confidential information</p> <p>10 meant.</p> <p>11 Q. My question is just whether or not</p> <p>12 there was a specific provision in the oral</p> <p>13 contract or term in the oral contract that</p> <p>14 specified how information would be designated as</p> <p>15 being confidential or not confidential. Is there</p> <p>16 such a provision in the oral contract?</p> <p>17 MR. FURSEVICH: Objection, asked and</p> <p>18 answered.</p> <p>19 A. I'm not sure. I'm not sure. I don't</p> <p>20 understand why there would need to be such a</p> <p>21 provision. Maybe that's where I'm getting caught</p> <p>22 up.</p> <p>23 Q. I'm not saying that there does or</p> <p>24 doesn't. I just want to know if there is or</p> <p>25 isn't.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 114</p> <p>1 MR. FURSEVICH: Mr. Wohlgemuth, do not</p> <p>2 interrupt the witness. Let her finish. And</p> <p>3 asked and answered.</p> <p>4 Go ahead.</p> <p>5 A. I guess what I'm saying, I'm not sure</p> <p>6 because I think that's generally understood. You</p> <p>7 know, when you enter into a nondisclosure</p> <p>8 agreement, you understand that information that's</p> <p>9 confidential, which is generally information</p> <p>10 that's not publicly available, needs to be kept</p> <p>11 confidential.</p> <p>12 So I don't know what -- I don't know</p> <p>13 what more could have been said on this point.</p> <p>14 Q. So I just want to make sure I</p> <p>15 understand your testimony. Palantir's -- strike</p> <p>16 that.</p> <p>17 The oral contract that Palantir</p> <p>18 believes to have existed with Mr. Abramowitz does</p> <p>19 not contain a specific provision specifying the</p> <p>20 confidential information that is covered by the</p> <p>21 oral contract; is that fair?</p> <p>22 A. If what you're asking is did Palantir</p> <p>23 list out all of the items of confidential</p> <p>24 information that were covered by the agreement,</p> <p>25 then I haven't seen any evidence to suggest that.</p>	<p style="text-align: right;">Page 116</p> <p>1 of Dr. Karp where he would describe the</p> <p>2 information in the conversations he was having</p> <p>3 with Mr. Abramowitz as confidential and also get</p> <p>4 sort of an agreement that Mr. Abramowitz</p> <p>5 understood that and understood the terms of that.</p> <p>6 I think there was also testimony from</p> <p>7 Ms. DeMeuse where she discussed information that</p> <p>8 she told Mr. Abramowitz she could share -- or, I'm</p> <p>9 sorry, he could share with potential customers.</p> <p>10 That's what I was thinking of when I</p> <p>11 was talking about specific pieces of information.</p> <p>12 Q. Got it.</p> <p>13 What was the duration of the oral</p> <p>14 contract between Mr. Abramowitz and Palantir?</p> <p>15 MR. FURSEVICH: Objection, vague.</p> <p>16 A. So my understanding of the duration of</p> <p>17 the agreement that we've been discussing regarding</p> <p>18 confidentiality is ongoing.</p> <p>19 Q. So it has no set end date; is that</p> <p>20 fair?</p> <p>21 A. I'm not aware of any end date. I think</p> <p>22 like most -- or many confidentiality agreements</p> <p>23 there was -- there was no expiration date that was</p> <p>24 discussed.</p> <p>25 Q. Is there a termination provision in the</p>
<p style="text-align: right;">Page 115</p> <p>1 I think instead what normally happens</p> <p>2 and what happened in this instance is that the</p> <p>3 scope of confidential information is understood to</p> <p>4 be information that's not publicly available, in</p> <p>5 particular any information that would be of a</p> <p>6 sensitive business nature.</p> <p>7 And I think, as a number of people have</p> <p>8 testified to, Mr. Abramowitz was a sophisticated</p> <p>9 businessperson. So I'm not sure that anyone would</p> <p>10 have had a more enumerated conversation with him</p> <p>11 on the specific items of information.</p> <p>12 I do know I think that certain</p> <p>13 information was described as confidential at the</p> <p>14 time it was provided, and I know there was other</p> <p>15 information that was indicated as something that</p> <p>16 could be shared. So I believe on a piece-by-piece</p> <p>17 basis some of that information was also provided.</p> <p>18 Q. I'm sorry, was that -- you said</p> <p>19 something about an enumerated conversation. Was</p> <p>20 that a provision in the oral contract or what are</p> <p>21 you referring to?</p> <p>22 A. So what I'm referring to when I talk</p> <p>23 about on a piece-by-piece basis that confidential</p> <p>24 information was identified as confidential, I</p> <p>25 think I'm referring to, for example, the testimony</p>	<p style="text-align: right;">Page 117</p> <p>1 oral contract between Mr. Abramowitz and Palantir?</p> <p>2 A. I don't know if termination was</p> <p>3 specifically discussed. I think it's understood</p> <p>4 that either there could be a termination and of</p> <p>5 course there could also be breach. So I'm not</p> <p>6 sure if it was specifically discussed.</p> <p>7 Q. Has Palantir ever paid Mr. Abramowitz</p> <p>8 any money?</p> <p>9 MR. FURSEVICH: Objection, outside the</p> <p>10 scope of the 30(b)(6) deposition notice, and</p> <p>11 form and vague.</p> <p>12 A. I'm actually not sure as I sit here.</p> <p>13 Q. Has Palantir ever reimbursed</p> <p>14 Mr. Abramowitz for any expenses he incurred?</p> <p>15 MR. FURSEVICH: Same objections.</p> <p>16 A. I don't recall as I sit here. I don't</p> <p>17 recall.</p> <p>18 Q. And was the purpose of the oral --</p> <p>19 strike that.</p> <p>20 Was the purpose -- Palantir</p> <p>21 understood -- strike that.</p> <p>22 So Palantir understood that the</p> <p>23 information that it was providing to</p> <p>24 Mr. Abramowitz pursuant to this oral contract it</p> <p>25 believes to have existed was being provided to</p>

30 (Pages 114 - 117)

CONFIDENTIAL

<p style="text-align: right;">Page 118</p> <p>1 Mr. Abramowitz at a time when he was engaging in</p> <p>2 business development activities for the company?</p> <p>3 MR. FURSEVICH: Objection, falls</p> <p>4 outside the scope of the 30(b)(6) notice.</p> <p>5 A. I'm not sure, there's something that</p> <p>6 seems a bit broad about that. What I can say is</p> <p>7 my understanding is the confidentiality agreement</p> <p>8 was at least in place while Mr. Abramowitz was</p> <p>9 performing business development and business --</p> <p>10 yeah, development activities for Palantir.</p> <p>11 Q. Was the oral contract entered into</p> <p>12 because Mr. Abramowitz was engaging in business</p> <p>13 development activities for the company?</p> <p>14 MR. FURSEVICH: Objection, outside the</p> <p>15 scope of the 30(b)(6) notice.</p> <p>16 A. I'm not sure that I know or recall the</p> <p>17 reason, precise reason, why Palantir entered into</p> <p>18 confidentiality agreement with Mr. Abramowitz. I</p> <p>19 do know that he was close to and interacting with</p> <p>20 a lot of leadership, including Dr. Karp, of the</p> <p>21 company and he was treated as a trusted advisor.</p> <p>22 I believe a number of witnesses have testified to</p> <p>23 that. But as to the more specifics of the precise</p> <p>24 reason, I'm not sure I can say as I sit here.</p> <p>25 Q. Did Mr. Abramowitz receive any</p>	<p style="text-align: right;">Page 120</p> <p>1 understand. You can't say right now what specific</p> <p>2 information Mr. Abramowitz received on July 12th,</p> <p>3 2014; is that fair?</p> <p>4 MR. FURSEVICH: Objection, asked and</p> <p>5 answered.</p> <p>6 A. I don't recall on that exact date. If</p> <p>7 there's a document, I'd be happy to take a look</p> <p>8 and see if that refreshes my recollection.</p> <p>9 Q. And you prepared to testify regarding</p> <p>10 information provided to Mr. Abramowitz on or after</p> <p>11 July 12th, 2014, including the specifics of what</p> <p>12 information was provided, when it was provided,</p> <p>13 who provided it, who was present at the time it</p> <p>14 was provided, and what instructions, if any, were</p> <p>15 given to Mr. Abramowitz when the information was</p> <p>16 provided. You prepared on that; correct?</p> <p>17 A. I'm prepared to testify on behalf of</p> <p>18 Palantir as to Topic 12, to the extent it was</p> <p>19 agreed between the parties.</p> <p>20 I do want to note I was not finished</p> <p>21 with my last answer. But at this point I don't</p> <p>22 recall what else I was going to say.</p> <p>23 Q. Okay. I thought you were done. I</p> <p>24 apologize.</p> <p>25 A. I was not.</p>
<p style="text-align: right;">Page 119</p> <p>1 confidential or proprietary information from</p> <p>2 Palantir on July 12th, 2014?</p> <p>3 A. I believe on July 12th, 2014, from what</p> <p>4 I reviewed, that was the date that he was in</p> <p>5 Palantir's offices. I don't recall who he was</p> <p>6 meeting with. My understanding is he received</p> <p>7 confidential information throughout his meetings</p> <p>8 with Palantir individuals, so -- which would have</p> <p>9 included that meeting on July 12th, 2014, yes.</p> <p>10 Q. What information did Mr. Abramowitz</p> <p>11 received on July 12th, 2014, that was</p> <p>12 confidential?</p> <p>13 A. As I sit here, I don't recall specifics</p> <p>14 or precise information for any given date. I</p> <p>15 think there's documents that show what was</p> <p>16 disclosed or reflect some of what was disclosed on</p> <p>17 each date.</p> <p>18 I do know that based on what the</p> <p>19 witnesses have testified to and my conversations</p> <p>20 with individuals like Dr. Karp and Lauren DeMeuse</p> <p>21 that information was shared throughout the course</p> <p>22 of their conversations with Mr. Abramowitz. I</p> <p>23 can't recall specifically who was meeting with him</p> <p>24 on that day either, as I sit here.</p> <p>25 Q. So I just want to make sure I</p>	<p style="text-align: right;">Page 121</p> <p>1 Q. I'm trying not to interrupt you.</p> <p>2 How about after July 12th, 2014, was</p> <p>3 Mr. Abramowitz provided any confidential or</p> <p>4 proprietary information from Palantir after that</p> <p>5 date?</p> <p>6 A. So after July 12th, 2014, I know that</p> <p>7 Mr. Abramowitz had conversations with</p> <p>8 individuals -- including I believe Ms. DeMeuse,</p> <p>9 Mr. Kawasaki, and potentially Dr. Karp -- after</p> <p>10 that time, based on my review of the evidence.</p> <p>11 And I know they've each testified that at their</p> <p>12 meetings with Mr. Abramowitz they shared</p> <p>13 confidential information.</p> <p>14 So I certainly believe that</p> <p>15 confidential information was shared after that</p> <p>16 time. Yeah.</p> <p>17 Q. What information was provided to</p> <p>18 Mr. Abramowitz after July 12th, 2014, by</p> <p>19 Ms. DeMeuse?</p> <p>20 A. This would be confidential information</p> <p>21 in relation to health care work at Palantir.</p> <p>22 Q. What specific information?</p> <p>23 A. I don't recall if Ms. DeMeuse could</p> <p>24 identify specific pieces of information on each</p> <p>25 date. I reviewed her deposition transcript, and</p>

31 (Pages 118 - 121)

CONFIDENTIAL

<p style="text-align: right;">Page 122</p> <p>1 that's what I'm referring to here, as well as I</p> <p>2 had a conversation with her.</p> <p>3 And I don't believe she was able to</p> <p>4 either recall the specific information on the</p> <p>5 precise date, but that more generally she was able</p> <p>6 to recall that she shared confidential information</p> <p>7 in the field of health care when she spoke with</p> <p>8 Mr. Abramowitz each time she spoke with him.</p> <p>9 Q. And who else was present when</p> <p>10 Ms. DeMeuse provided Mr. Abramowitz this</p> <p>11 confidential information after July 12th, 2014?</p> <p>12 A. I'm sorry, I looked at a lot of</p> <p>13 deposition transcripts. I'm not sure I can</p> <p>14 specifically recall who else was present. I</p> <p>15 believe she identified some individuals that were</p> <p>16 present at various meetings. I just may be mixing</p> <p>17 up dates. But Ms. DeMeuse is who I'm relying on</p> <p>18 here.</p> <p>19 Q. What instructions did Ms. DeMeuse give</p> <p>20 to Mr. Abramowitz regarding the nature of the</p> <p>21 information she was providing on or after July</p> <p>22 12th, 2014?</p> <p>23 A. I'm sorry, can you repeat the question</p> <p>24 or have it read back?</p> <p>25 Q. Sure. What instructions did</p>	<p style="text-align: right;">Page 124</p> <p>1 instructions but thinks that it was most likely</p> <p>2 that she was relying upon the fact that</p> <p>3 Mr. Abramowitz was with senior leadership,</p> <p>4 associated with them, and as a sophisticated</p> <p>5 businessperson didn't require instructions from</p> <p>6 someone in her position as to how to handle</p> <p>7 confidential information.</p> <p>8 She did also testify that there were</p> <p>9 instances in which she would identify certain</p> <p>10 information that Mr. Abramowitz could use with</p> <p>11 customers.</p> <p>12 Q. Did that happen before or after July</p> <p>13 12th, 2014?</p> <p>14 A. I can't recall as I sit here. I would</p> <p>15 need to look back at her deposition transcript,</p> <p>16 which I'd be happy to do, but that's what I'm</p> <p>17 thinking of.</p> <p>18 Q. What confidential information did</p> <p>19 Mr. Kawasaki provide to Mr. Abramowitz after July</p> <p>20 12th, 2014?</p> <p>21 A. So I reviewed Mr. Kawasaki's deposition</p> <p>22 transcript. My understanding is that he had a</p> <p>23 number of conversations with Mr. Abramowitz both</p> <p>24 before and after July 12th, 2014. And in those</p> <p>25 conversations he shared confidential information,</p>
<p style="text-align: right;">Page 123</p> <p>1 Ms. DeMeuse give to Mr. Abramowitz regarding the</p> <p>2 nature of the information she was providing on or</p> <p>3 after July 12th, 2014?</p> <p>4 A. So in reviewing Ms. DeMeuse's</p> <p>5 transcript, I believe that she stated that her</p> <p>6 conversations with Mr. Abramowitz in her</p> <p>7 conversations she thought that he was acting as a</p> <p>8 trusted visitor of Palantir and that he was part</p> <p>9 of senior leadership or associated with senior</p> <p>10 leadership.</p> <p>11 And so she wouldn't have felt</p> <p>12 comfortable providing specific instructions but</p> <p>13 that she understood or believed that he understood</p> <p>14 how confidential information should be protected,</p> <p>15 as someone who was a sophisticated businessperson</p> <p>16 and worked with leadership.</p> <p>17 That's -- that's my recollection of</p> <p>18 this point from Ms. DeMeuse's testimony, and</p> <p>19 that's who I'm relying on.</p> <p>20 Q. And you're relying on her testimony as</p> <p>21 opposed to a conversation you had with her; is</p> <p>22 that correct?</p> <p>23 A. I might be confusing the two again, and</p> <p>24 I apologize if I am. But generally my</p> <p>25 recollection is that she doesn't recall specific</p>	<p style="text-align: right;">Page 125</p> <p>1 I think mostly relating to natural resources</p> <p>2 technology, but perhaps also cyber technology. I</p> <p>3 may be confusing those two a bit.</p> <p>4 Q. What specific information was provided</p> <p>5 after July 12th, 2014?</p> <p>6 A. I don't recall as I sit here whether</p> <p>7 Mr. Kawasaki detailed specific items of</p> <p>8 information, but I do know it was information</p> <p>9 relating to trade secrets, again either in the</p> <p>10 cyber, natural resources, or both. I would need</p> <p>11 to look at his testimony again to refresh my</p> <p>12 recollection on that point.</p> <p>13 Q. And the source of your knowledge is</p> <p>14 only Mr. Kawasaki's testimony?</p> <p>15 A. For Mr. Kawasaki's conversations, I</p> <p>16 believe there may be something else, but it</p> <p>17 doesn't occur to me. I don't believe -- I don't</p> <p>18 believe I spoke with Mr. Kawasaki in preparation</p> <p>19 for this deposition, but I can't recall if there's</p> <p>20 some other documents that I'm thinking of.</p> <p>21 Q. Were there any other folks besides --</p> <p>22 I'm looking back at your testimony, and it was</p> <p>23 rough real-time. So I just wanted to make sure I</p> <p>24 got it right.</p> <p>25 You identified Ms. DeMeuse and</p>

CONFIDENTIAL

<p style="text-align: right;">Page 126</p> <p>1 Mr. Kawasaki as the individuals who provided 2 confidential information to Mr. Abramowitz after 3 July 12th, 2014. We talked about Ms. DeMeuse and 4 Mr. Kawasaki. Is there anyone else that Palantir 5 believes to have provided Mr. Abramowitz with 6 confidential information after July 12th of 2014? 7 A. I think I also mentioned Dr. Karp; if 8 not, I believe he's another person. There could 9 be someone else that I'm forgetting. That's who 10 comes to mind right now. If I recall more, I'll 11 let you know. 12 Q. With respect to Mr. Kawasaki, on what 13 dates did Mr. Kawasaki provide the confidential 14 information that Palantir believes that he 15 provided in the time period following July 12th, 16 2014? 17 A. I don't recall specific dates of his 18 meetings with Mr. Abramowitz, but what I do recall 19 is that he said at his meetings with 20 Mr. Abramowitz he disclosed confidential 21 information. So I'd need to look back at his 22 transcript to look at those dates, but I'm relying 23 on his transcripts and possibly documents relating 24 to his communications with Mr. Abramowitz. I 25 can't recall all of those.</p>	<p style="text-align: right;">Page 128</p> <p>1 confidential. 2 I don't know what the specific language 3 was or if there were specific instructions like 4 you're looking for, but that's my recollection 5 from what I reviewed. 6 Q. Was that with respect to information 7 that was provided before July 12th, 2014, or after 8 July 12th, 2014? 9 A. As I'm recalling, this was with respect 10 to information provided across the course of 11 Mr. Kawasaki's conversations with Mr. Abramowitz, 12 so that would include both before and after July 13 of 2014. 14 Q. And what confidential information did 15 Dr. Karp provide to Mr. Abramowitz after July 16 12th, 2014? 17 A. I don't specifically recall on this 18 point. I believe Dr. Karp testified that he had 19 spoken with Mr. Abramowitz on a number of 20 different technologies and confidential 21 information related to those as well as customers. 22 And I'm looking back in my mind I think 23 to the deposition transcripts mostly here, but I 24 can't recall sitting here right now. 25 Q. Is the only source of your knowledge</p>
<p style="text-align: right;">Page 127</p> <p>1 Q. Is it your understanding that documents 2 relating to Mr. -- strike that. 3 Is it your understanding that there is 4 a document that reflects Mr. Kawasaki providing 5 trade secret information to Mr. Abramowitz? 6 A. I don't recall. I just -- I reviewed a 7 number of documents, and I don't -- I just don't 8 recall one way or another. So I want to make sure 9 I'm not misstating what I'm basing this on. 10 What I do recall is Mr. Kawasaki's 11 deposition transcripts. There may have been 12 exhibits within that or other documents that are 13 related, and I'm not sure I -- I'm not thinking of 14 something specific; I just am sure that I looked 15 at documents on this topic. 16 Q. And what instructions did Mr. Kawasaki 17 give to Mr. Abramowitz with respect to the 18 confidential information that Palantir believes he 19 provided following July 12th, 2014? 20 A. With regard to instructions that 21 Mr. Kawasaki provided, my understanding is that 22 when Mr. Kawasaki was having these discussions 23 with Mr. Abramowitz he indicated that this 24 information was confidential, at least in some 25 instances, and that the information should be kept</p>	<p style="text-align: right;">Page 129</p> <p>1 with respect to the confidential information that 2 Dr. Karp provided to Mr. Abramowitz after July 3 12th, 2014, Dr. Karp's deposition testimony? 4 A. I know it includes Dr. Karp's 5 deposition testimony. I can't say for certainty 6 that there is no other information that I reviewed 7 that's informing this. I don't recall my 8 specifics of my conversations with Dr. Karp, but I 9 know I spoke with him around this topic. And I 10 think he confirmed what I believe is in his 11 deposition transcript, that he had communicated 12 confidential information on multiple occasions. 13 So, yeah, I couldn't say that it's 14 solely the deposition transcript, but that's what 15 I'm thinking of right now. 16 Q. Do you have any notes of your 17 conversation with Dr. Karp? 18 A. No, I did not. 19 Q. Did you ever have any notes of your 20 conversation with Dr. Karp? 21 A. I don't believe I did, no. 22 Q. How did you memorialize what Dr. Karp 23 said to you? 24 A. I -- 25 MR. FURSEVICH: Objection, vague and</p>

CONFIDENTIAL

<p style="text-align: right;">Page 130</p> <p>1 lacks foundation.</p> <p>2 A. So my conversation with Dr. Karp was me</p> <p>3 listening and performing my homework and</p> <p>4 understanding about the various topics that I was</p> <p>5 asking him about. I don't recall writing anything</p> <p>6 down during my conversation with Dr. Karp.</p> <p>7 Q. Did you make any notes of any of your</p> <p>8 calls with the various, for lack of a better word,</p> <p>9 fact witnesses that you communicated with in</p> <p>10 connection with today's deposition?</p> <p>11 MR. FURSEVICH: Objection, form.</p> <p>12 A. I don't recall taking notes on the</p> <p>13 conversations that I had with the various people</p> <p>14 that were in preparation for this deposition.</p> <p>15 Q. Did Mr. Abramowitz have the ability to</p> <p>16 legally bind Palantir with respect to third</p> <p>17 parties?</p> <p>18 A. My understanding is Mr. Abramowitz had</p> <p>19 the authority to act in a business development</p> <p>20 capacity for Palantir, which includes, as part of</p> <p>21 the function of that role, the ability to make</p> <p>22 certain promises or offers on behalf of Palantir.</p> <p>23 Q. When you say "certain offers or</p> <p>24 promises," what are you referring to?</p> <p>25 A. So, for example, that Palantir would</p>	<p style="text-align: right;">Page 132</p> <p>1 MR. FURSEVICH: Objection, falls</p> <p>2 outside the scope of the 30(b)(6) notice.</p> <p>3 A. I believe so. I believe I saw evidence</p> <p>4 of this, but I can't recall, sitting here right</p> <p>5 now, those specific instances.</p> <p>6 Q. What evidence do you believe you saw?</p> <p>7 MR. FURSEVICH: Objection, falls</p> <p>8 outside the scope of the 30(b)(6) notice.</p> <p>9 A. If I recall, I believe there were</p> <p>10 instances where Mr. Abramowitz would offer a demo</p> <p>11 that was provided or set up a meeting. I also am</p> <p>12 recalling deposition testimony from individuals,</p> <p>13 including I think Dr. Karp, who also expressed</p> <p>14 that this sort of -- these sort of promises were</p> <p>15 ones that Palantir routinely -- routinely agreed</p> <p>16 to provide.</p> <p>17 Q. When you say "routinely," do you mean</p> <p>18 with respect to Mr. Abramowitz or just in general?</p> <p>19 A. I'm talking about for these business</p> <p>20 development roles, including Mr. Abramowitz.</p> <p>21 Q. Can you think of a single specific</p> <p>22 example of a demo or a meeting that Palantir had</p> <p>23 at Mr. Abramowitz's behest?</p> <p>24 MR. FURSEVICH: Objection, falls</p> <p>25 outside the scope of the 30(b)(6) notice.</p>
<p style="text-align: right;">Page 131</p> <p>1 perform a demo or attend a meeting or reimburse</p> <p>2 for travel expenses and things that were -- what</p> <p>3 I'm thinking of right now are things that were</p> <p>4 very common and part of what's expected from your</p> <p>5 role in business development.</p> <p>6 Q. And did those, as you've phrased them,</p> <p>7 promises or offers create a legal obligation that</p> <p>8 Palantir had to fulfill?</p> <p>9 MR. FURSEVICH: Objection, calls for a</p> <p>10 legal conclusion.</p> <p>11 A. Yeah, I'm not sure -- I'm not sure</p> <p>12 about from a legal perspective if it was a legally</p> <p>13 binding contract. I think that's a question of</p> <p>14 law.</p> <p>15 But what I can say is that these are --</p> <p>16 these are offers or promises that are commonly</p> <p>17 made in the course of our -- people participating</p> <p>18 in these business development roles and that</p> <p>19 Palantir, you know, would have honored some sort</p> <p>20 of offer to provide a demo or reimbursement of</p> <p>21 expenses for certain circumstances, absolutely.</p> <p>22 Q. When you say "would have honored," did</p> <p>23 Palantir ever in fact honor any offers to provide</p> <p>24 a demo or reimbursement of expenses that were</p> <p>25 initiated by Mr. Abramowitz?</p>	<p style="text-align: right;">Page 133</p> <p>1 A. I feel like I've reviewed evidence that</p> <p>2 would show this, but I just don't -- I just don't</p> <p>3 recall it as I'm sitting here. I don't know that</p> <p>4 I have the specific information at my fingertips.</p> <p>5 Q. Did anyone at Palantir give</p> <p>6 Mr. Abramowitz the authority to make these, as you</p> <p>7 have phrased it, promises or offers in connection</p> <p>8 with his business development work?</p> <p>9 A. Yes.</p> <p>10 Q. Who?</p> <p>11 A. So I know at least Dr. Karp provided</p> <p>12 the express authority to Mr. Abramowitz to act in</p> <p>13 this business development role for Palantir to</p> <p>14 serve as an advisor and to assist us in obtaining</p> <p>15 additional opportunities. I think that's</p> <p>16 reflected in Ms. DeMeuse's testimony as well as a</p> <p>17 number of other witnesses.</p> <p>18 And as part of this express authority</p> <p>19 to operate in this role, he was authorized to make</p> <p>20 the sort of promises, offers, and, you know,</p> <p>21 essentially agreed to the sort of things that a</p> <p>22 business development role would normally be</p> <p>23 expected to do.</p> <p>24 Q. So I just want to make sure I</p> <p>25 understand your testimony. Are you saying</p>

CONFIDENTIAL

<p style="text-align: right;">Page 134</p> <p>1 Dr. Karp had a specific conversation with 2 Mr. Abramowitz of these promises and offers that 3 he would be authorized to make in connection with 4 his business development work or is your testimony 5 that Dr. Karp and Mr. Abramowitz had a 6 conversation about the business development work 7 and it was sort of assumed or implied that the 8 promises and offers that you mentioned would be a 9 part of that?</p> <p>10 MR. FURSEVICH: Objection, form, 11 compound.</p> <p>12 A. I'm not sure it's either, but I can 13 tell you -- I can tell you what my testimony is. 14 It's. It's that Mr. -- Dr. Karp I think as well 15 as others authorized Mr. Abramowitz to act in a 16 business development capacity, and that includes 17 being able to make these sorts of promises and 18 offers for behavior and obligations that would be 19 kept by Palantir.</p> <p>20 I don't know if there was a 21 specifically enumerated list of this is what you 22 can offer and this is what you can't. I think at 23 least at the time Dr. Karp believed Mr. Abramowitz 24 to be a fairly sophisticated businessman in this 25 role and who would have understood what types of</p>	<p style="text-align: right;">Page 136</p> <p>1 most companies do in business. And the fact that 2 if you say we're going to provide you with this 3 demo, you would -- you would go forward and 4 provide a demo to a potential customer.</p> <p>5 So I'm not sure if there was some 6 nuance to that word that I don't appreciate or 7 understand, but this is very commonplace, I think.</p> <p>8 Q. And when you say "routinely honored" 9 and "commonplace," you're talking about Palantir's 10 general practices with respect to business 11 development, not specifically as applied to 12 Mr. Abramowitz; correct?</p> <p>13 MR. FURSEVICH: Object to the form and 14 falls outside the scope of the deposition 15 notice.</p> <p>16 A. So in this context I think for that 17 particular response I was talking about the types 18 of -- yeah, the types of promises that are 19 routinely honored for people who are operating, as 20 Mr. Abramowitz was, in a business development role 21 and as an advisor to the company.</p> <p>22 Q. I know you said that Dr. Karp didn't 23 give Mr. Abramowitz an enumerated list of the 24 kinds of promises and offers that he could make 25 while working in this business development role,</p>
<p style="text-align: right;">Page 135</p> <p>1 things that you could offer for -- you know, on 2 behalf of Palantir. And so I'm not sure that he 3 thought to give him a specifically enumerated 4 list, based on the transcripts and my conversation 5 with Dr. Karp.</p> <p>6 Q. You just used the word "obligations." 7 Is it your understanding that Mr. Abramowitz was 8 in fact creating obligations for Palantir?</p> <p>9 MR. FURSEVICH: Objection, falls 10 outside the scope of the 30(b)(6) notice.</p> <p>11 A. I'm sorry, I'm not sure I understand 12 the question.</p> <p>13 Q. You just used the word "obligations" in 14 your answer, and I'm trying to understand is it 15 your understanding as Palantir's 30(b)(6) witness 16 that Mr. Abramowitz was in fact, when making these 17 promises and offers, creating obligations for 18 Palantir.</p> <p>19 MR. FURSEVICH: Objection, outside the 20 scope of the 30(b)(6) notice, and calls for a 21 legal conclusion.</p> <p>22 A. Yeah, in my mind that calls for a legal 23 conclusion. But what I would say is my 24 understanding is that Palantir routinely honored 25 these types of offers. That's what -- that's what</p>	<p style="text-align: right;">Page 137</p> <p>1 but did Dr. Karp have any communications at all 2 with Mr. Abramowitz regarding the types of Mr. -- 3 the types of promises and offers that 4 Mr. Abramowitz could extend?</p> <p>5 MR. FURSEVICH: Objection, falls 6 outside the scope of the 30(b)(6) notice, and 7 calls for speculation.</p> <p>8 A. I don't recall from the review that 9 I've done whether or not there were conversations 10 such as you've described. I think I would need to 11 look back at Dr. Karp's testimony to understand 12 the specifics of what you're asking. I do know 13 that there were conversations and some initiated 14 by Mr. Abramowitz where business development 15 activities were taking place.</p> <p>16 But otherwise I'm not sure I know how 17 to answer your question.</p> <p>18 Q. Has Palantir ever paid any money to 19 satisfy any obligation that was created by 20 Mr. Abramowitz?</p> <p>21 MR. FURSEVICH: Objection, falls 22 outside the scope of the 30(b)(6) notice.</p> <p>23 A. I don't know as I sit here right now.</p> <p>24 Q. Has any third party ever claimed to 25 Palantir that it was obligated to do anything</p>

35 (Pages 134 - 137)

CONFIDENTIAL

<p style="text-align: right;">Page 138</p> <p>1 because of something that Mr. Abramowitz said or 2 did?</p> <p>3 A. I'm sorry, is your --</p> <p>4 MR. FURSEVICH: Objection.</p> <p>5 A. What was your question again?</p> <p>6 Q. Has any third party ever claimed to 7 Palantir that Palantir was obligated to do 8 anything because of something Mr. Abramowitz said 9 or did?</p> <p>10 MR. FURSEVICH: Same objection.</p> <p>11 A. I don't recall. I'm not sure that I -- 12 that I looked into that specifically in 13 preparation for this deposition.</p> <p>14 Q. When is the last time you talked to 15 Tyler Scriven?</p> <p>16 A. It has not --</p> <p>17 MR. FURSEVICH: Objection. This is, 18 again, outside the scope of the 30(b)(6) 19 notice. Is your question in preparation for 20 this deposition?</p> <p>21 Q. When is the last time you talked to 22 Tyler Scriven?</p> <p>23 MR. FURSEVICH: Objection, outside the 24 scope of the 30(b)(6) notice.</p> <p>25 A. I don't recall. I know it's been quite</p>	<p style="text-align: right;">Page 140</p> <p>1 preparation for my deposition in Delaware. And I 2 don't recall exactly what he said, but I do recall 3 having a discussion with him on this topic at that 4 time. I don't recall exactly what he said, but I 5 believe that he was under the understanding that 6 Mr. Abramowitz had the authority to bind Palantir.</p> <p>7 And I don't recall what he said at that 8 time. But I know that I believe you asked me 9 about this in my deposition transcript, and I have 10 no reason to believe what I stated at that time 11 was inaccurate.</p> <p>12 Q. Did Palantir ever provide 13 Mr. Abramowitz with any training with respect to 14 the handling or designation of Palantir's 15 confidential information?</p> <p>16 A. Sorry, what do you mean by "training"?</p> <p>17 Q. What do you understand "training" to 18 mean?</p> <p>19 A. I think training can have a lot of 20 different meanings. I'm not sure. If there's a 21 topic, maybe I can reread that and refresh my 22 recollection that way.</p> <p>23 Q. Sure. 17 refers to training.</p> <p>24 A. Okay.</p> <p>25 Q. My question is just whether Palantir</p>
<p style="text-align: right;">Page 139</p> <p>1 some time.</p> <p>2 Q. Have you talked to Mr. Scriven since he 3 gave his deposition testimony in this case?</p> <p>4 MR. FURSEVICH: Same objection.</p> <p>5 A. I don't believe so.</p> <p>6 Q. Has Mr. Scriven ever told you that he 7 conferred authority upon Mr. Abramowitz with 8 respect to reimbursement of expenses?</p> <p>9 A. I don't recall if Mr. Scriven used 10 those words. I know I reviewed Mr. Scriven's 11 deposition transcript in preparation for this 12 deposition, and from what I can recall he 13 certainly believed that Mr. Abramowitz had the 14 authority to bind Palantir for reimbursements.</p> <p>15 Q. That was not my question. My question 16 was whether Mr. Scriven told you that he expressly 17 conferred authority upon Mr. Abramowitz with 18 respect to reimbursement of expenses.</p> <p>19 MR. FURSEVICH: Actually, I will 20 instruct the witness not to answer to the 21 extent the answer would reveal any 22 communications -- attorney/client 23 communications and communications outside of 24 the preparation done for this deposition.</p> <p>25 A. So I spoke with Tyler Scriven in</p>	<p style="text-align: right;">Page 141</p> <p>1 trained Mr. Abramowitz in any way with respect to 2 the handling or designation of Palantir's 3 confidential information.</p> <p>4 A. Sure. So my understanding is that 5 Palantir did tell Mr. Abramowitz that the 6 information should be treated as confidential and 7 understood that Mr. Abramowitz appreciated how to 8 handle confidential information.</p> <p>9 Q. Aside from that, was there any training 10 that was provided to Mr. Abramowitz?</p> <p>11 A. I don't recall seeing evidence of 12 additional training that was provided to 13 Mr. Abramowitz.</p> <p>14 Q. Maybe I can ask a more specific 15 question.</p> <p>16 A. Okay.</p> <p>17 Q. Did Mr. Abramowitz attend any 18 onboarding sessions that are typically provided to 19 new Palantir employees?</p> <p>20 A. Based on the evidence I've seen, I 21 don't recall seeing any evidence of Mr. Abramowitz 22 attending a new hire onboarding session. Those 23 are generally for employees who have access to 24 Palantir's internal network and internal 25 resources.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 142</p> <p>1 Q. And Mr. Abramowitz was not a Palantir 2 employee; correct?</p> <p>3 A. I don't believe Mr. Abramowitz was an 4 employee. He was I believe an advisor and someone 5 who was working with us on business development.</p> <p>6 Q. Did Palantir provide Mr. Abramowitz 7 with any of its policies regarding the handling or 8 designation of confidential information?</p> <p>9 A. What time period are you referring to? 10 Is this January 1st?</p> <p>11 Q. My question is about any time period.</p> <p>12 A. I believe we've produced policies in 13 this litigation.</p> <p>14 Q. Do you understand those -- okay. So -- 15 fair.</p> <p>16 Outside of litigation did Palantir 17 provide Mr. Abramowitz with any of its policies 18 regarding the handling or designation of 19 confidential information?</p> <p>20 MR. FURSEVICH: Objection, falls 21 outside the scope of the 30(b)(6) notice.</p> <p>22 A. I don't recall -- sorry, the time 23 period I was particularly looking at was the one 24 in the topic, but I don't recall during that time 25 period if there were policy documents that were</p>	<p style="text-align: right;">Page 144</p> <p>1 A. I don't believe he did, but I'm not 2 sure I can say that with certainty.</p> <p>3 Q. From January 1, 2013, to May 5 of 2015, 4 are you aware of Mr. Abramowitz receiving any 5 training materials or guidelines relating to the 6 handling or designation of Palantir's proprietary 7 or confidential information?</p> <p>8 A. So during this time period I believe in 9 his conversations with Dr. Karp and others, 10 including Mr. Sankar, Mr. Abramowitz received 11 guidelines about how confidential information was 12 meant to be treated as confidential and not shared 13 publicly. That's -- that's what I recall in terms 14 of guidelines.</p> <p>15 Q. And that's based on your read of their 16 deposition testimony; is that fair?</p> <p>17 A. Deposition testimony as well as I 18 believe conversations with Dr. Karp in preparation 19 for his deposition where he reiterated that 20 Mr. Abramowitz certainly understood that 21 confidential information certainly should be 22 treated as such and that he conveyed it to him.</p> <p>23 Q. In those conversations that Dr. Karp 24 did not testify about, what did Dr. Karp say was 25 specifically said between himself and</p>
<p style="text-align: right;">Page 143</p> <p>1 provided to Mr. Abramowitz.</p> <p>2 I don't believe I saw evidence of 3 policy documents. Those are normally -- those are 4 normally available on our internal network and, 5 yeah, and just I think generally reflect the 6 understanding of how confidential information is 7 meant to be kept confidential, which -- my 8 understanding from what I've reviewed was 9 something that Mr. Abramowitz was aware of.</p> <p>10 Q. And the time period you're referring to 11 in your answer is January 1, 2013, through May 5th 12 of 2015; is that correct?</p> <p>13 A. That's correct.</p> <p>14 Q. You said those policies were accessible 15 via Palantir's internal network; is that fair?</p> <p>16 A. I'm not sure -- I guess -- I'm not sure 17 what policies specifically existed during that 18 time period. I'd have to go back and look at some 19 documents. Sunnie may have testified to this in 20 her deposition. So I'm not sure what policies. 21 But I don't -- I don't believe I saw evidence of 22 Mr. Abramowitz receiving internal policy documents 23 from Palantir during that time period.</p> <p>24 Q. Mr. Abramowitz did not have access to 25 Palantir's internal network; correct?</p>	<p style="text-align: right;">Page 145</p> <p>1 Mr. Abramowitz?</p> <p>2 A. I don't recall any precise language or 3 specific language.</p> <p>4 Q. Did Dr. Karp tell you when these 5 conversations between himself and Mr. Abramowitz 6 occurred?</p> <p>7 A. I recall him saying he occurred 8 frequently. I think he actually said pretty much 9 every time he spoke with Mr. Abramowitz, which he 10 I believe testified to being maybe a thousand 11 different occasions. So I'm not sure of the dates 12 of all of them.</p> <p>13 Q. Is it fair to say that what Dr. Karp 14 relayed to you on this telephone call or in-person 15 conversation is consistent with Dr. Karp's 16 deposition testimony on these subjects?</p> <p>17 A. I don't recall anything inconsistent.</p> <p>18 Q. Do you recall anything additional?</p> <p>19 A. I don't as I sit here. They -- they 20 sort of blend together, so I'm not sure I recall 21 anything additional.</p> <p>22 Q. And of course you made no notes of your 23 call with Dr. Karp; correct?</p> <p>24 MR. FURSEVICH: Objection, 25 argumentative, asked and answered.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 146</p> <p>1 A. I did not take written notes during my</p> <p>2 conversation with Dr. Karp.</p> <p>3 Q. Did you take some other form of note</p> <p>4 that was not written?</p> <p>5 A. I took mental note of what he was</p> <p>6 saying to me.</p> <p>7 Q. Mental note. Okay. Fair enough.</p> <p>8 Has Palantir lost any customers as a</p> <p>9 result of any action by Mr. Abramowitz?</p> <p>10 A. At this time I'm not aware of customers</p> <p>11 that Palantir lost, based on what I've seen.</p> <p>12 Q. How about contracts, has Palantir lost</p> <p>13 any contracts as a result of any action by</p> <p>14 Mr. Abramowitz?</p> <p>15 A. Again, at this time, based on the</p> <p>16 evidence I've seen, I'm not aware of contracts</p> <p>17 that Palantir has lost based on Mr. Abramowitz's</p> <p>18 actions.</p> <p>19 Q. This is probably going to be the same</p> <p>20 answer, but I just want to cover our bases.</p> <p>21 Broadly defined, any economic relationships that</p> <p>22 Palantir has lost as a result of any action by</p> <p>23 Mr. Abramowitz?</p> <p>24 A. I don't recall -- as I sit here right</p> <p>25 now, I don't recall any economic relationships</p>	<p style="text-align: right;">Page 148</p> <p>1 AFTERNOON SESSION</p> <p>2 (Time noted: 1:03 p m.)</p> <p>3 THE VIDEOGRAPHER: The time is 1:03.</p> <p>4 We are on the record.</p> <p>5 L A U R A P E R S O N I C K ,</p> <p>6 resumed as a witness, having been previously</p> <p>7 sworn by the notary public, was examined and</p> <p>8 testified further as follows:</p> <p>9 EXAMINATION CONTINUED BY</p> <p>10 MR. WOHLGEMUTH:</p> <p>11 Q. Ms. Personick, during any of the breaks</p> <p>12 have you had any communications with your counsel?</p> <p>13 A. I've had communications with my counsel</p> <p>14 I think on a couple privilege questions, and then</p> <p>15 just general discussion type of events, mostly my</p> <p>16 dog.</p> <p>17 Q. Aside from the privilege issue, no</p> <p>18 discussion about your testimony?</p> <p>19 A. No.</p> <p>20 Q. You spoke to Alex Karp in preparation</p> <p>21 for today's testimony; correct?</p> <p>22 A. That's correct.</p> <p>23 Q. How long was that call?</p> <p>24 A. I don't recall the exact time. I think</p> <p>25 maybe 10 to 15 minutes. It was not a very long</p>
<p style="text-align: right;">Page 147</p> <p>1 that Palantir has lost based on what I've</p> <p>2 reviewed.</p> <p>3 Q. How about any potential customers, has</p> <p>4 Palantir lost any potential customers as a result</p> <p>5 of any action by Mr. Abramowitz?</p> <p>6 A. Based on what I've reviewed at this</p> <p>7 time, I don't believe I've seen evidence of</p> <p>8 potential customers that Palantir has lost because</p> <p>9 of actions by Mr. Abramowitz.</p> <p>10 Q. And how about potential contracts, has</p> <p>11 Palantir lost any potential contracts as a result</p> <p>12 of any action by Mr. Abramowitz?</p> <p>13 A. At this time I don't believe I've seen</p> <p>14 evidence that Palantir's lost potential contracts.</p> <p>15 (Discussion off the record.)</p> <p>16 MR. WOHLGEMUTH: Why don't we take --</p> <p>17 let's go off the record.</p> <p>18 THE VIDEOGRAPHER: The time is 12:29.</p> <p>19 We are off the record.</p> <p>20 (Time noted: 12:29 p m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 149</p> <p>1 call. It was certainly no more than 30.</p> <p>2 Q. Who else was on the call?</p> <p>3 A. I don't remember. I believe counsel.</p> <p>4 I believe outside counsel was on the call.</p> <p>5 Q. Is that Yegor?</p> <p>6 A. I don't recall.</p> <p>7 Q. You spoke to Ms. DeMeuse in connection</p> <p>8 with your preparation for today; correct?</p> <p>9 A. That's correct.</p> <p>10 Q. How long was that call?</p> <p>11 A. I believe that was around 15 or so, 15,</p> <p>12 20 minutes. No, actually that one might have been</p> <p>13 a little bit longer. It was somewhere around 30.</p> <p>14 It was not more than 60.</p> <p>15 Q. Who else was on that call?</p> <p>16 A. I believe Matt Helton might have been</p> <p>17 on that call. I can't recall if Yegor was on that</p> <p>18 call or not.</p> <p>19 Q. I want to direct your attention back to</p> <p>20 the oral contract that Palantir contends to exist</p> <p>21 between it and Mr. Abramowitz.</p> <p>22 Is there any provision in that oral</p> <p>23 contract with respect to compensation?</p> <p>24 A. Based on my discussions and the</p> <p>25 evidence I reviewed, I am not sure there was any</p>

38 (Pages 146 - 149)

CONFIDENTIAL

<p style="text-align: right;">Page 150</p> <p>1 specific provision or discussion on compensation. 2 I believe that it was generally understood that 3 business development activities may be -- or there 4 may be compensation if they come to fruition. 5 But in terms of compensation for 6 keeping Palantir's information confidential, I 7 don't believe that was a provision of the 8 confidentiality agreement. 9 Q. You may have anticipated my next 10 question. Was there any provision in the oral 11 agreement with respect to Mr. Abramowitz's 12 business development activities? 13 A. I believe the purpose or part of the 14 purpose of the oral agreement was that 15 Mr. Abramowitz was going to use Palantir's 16 confidential information solely in the context of 17 business development activities. 18 Q. Was there any provision in the oral 19 agreement with respect to consideration? 20 A. So for this confidentiality agreement 21 the consideration for maintaining confidentiality 22 of information was the access to the confidential 23 information. 24 Q. Have you told me about all of the 25 provisions in the oral agreement that Palantir</p>	<p style="text-align: right;">Page 152</p> <p>1 whether there were any other provisions that you 2 haven't mentioned to the oral agreement, what 3 you're saying is after having conducted all of the 4 preparation necessary to testify about this topic 5 as Palantir's corporate representative you're not 6 aware of any other such provisions; correct? 7 MR. FURSEVICH: Objection, form. 8 A. Well, after conducting all the -- or 9 all of the research and review as Palantir's 10 corporate witness, I'm aware of the existence of 11 the confidential agreement during the time period 12 that's referenced in the topic to which I'm 13 designated. 14 I recall that the substance of the 15 agreement was that Mr. Abramowitz would maintain 16 the confidentiality of Palantir's information that 17 was disclosed to him and that in return Palantir 18 would provide him with access to confidential 19 information, information being nonpublic 20 information of Palantir, that that agreement did 21 not have an expiration date. 22 And that is what I can recall as I'm 23 sitting here right now. I don't remember 24 everything you've asked me about this agreement 25 throughout the course of this deposition, but</p>
<p style="text-align: right;">Page 151</p> <p>1 believes to exist between itself and Marc 2 Abramowitz? 3 MR. FURSEVICH: Objection, form. 4 A. I believe we have covered the 5 provisions that I'm aware of and the evidence I've 6 reviewed. I don't -- I don't recall there being 7 additional provisions or whether there were 8 additional provisions. But I believe we've 9 covered the ones that I am aware of from the 10 evidence. 11 Q. The ones that you're aware of from your 12 preparation as a 30(b)(6) witness; correct? 13 A. Yes. And -- yeah, I'm talking in terms 14 of points, like big points; right? So as we're 15 talking about the points of like what was the 16 consideration or the timing, that's the -- that's 17 the evidence I have for my preparation as a 18 30(b)(6) witness. 19 Q. What are you talking about, what do you 20 mean "points," "big points"? 21 A. I guess I just don't know how 22 provisions work when you're speaking of oral 23 agreements. I'm just not familiar legally with 24 that. So I don't -- that's my concern. 25 Q. So when you say you can't remember</p>	<p style="text-align: right;">Page 153</p> <p>1 that's what I can provide. 2 Q. I want to make sure -- I want to direct 3 your attention now to demands for return of 4 Palantir's confidential information, requests for 5 Mr. Abramowitz to stop using Palantir confidential 6 information. So now we're focused on that topic, 7 I just want to make sure your testimony is clear. 8 Are you aware of any attorney for 9 Palantir prior to August of 2016 making a demand 10 for the return of Palantir's confidential 11 information from Mr. Abramowitz? 12 A. Based on the evidence I've reviewed, I 13 am not aware that we knew prior to that time what 14 confidential information Mr. Abramowitz was 15 misusing. And so I don't believe I saw a demand 16 of that nature. I think the demand came when 17 Palantir received the information of the patent 18 applications in August 2016. 19 Q. You think Palantir made a demand in 20 August of 2016? 21 A. I guess I'm not sure when the complaint 22 was filed, but what I'm referring to is the 23 request in the complaint. 24 Q. The complaint was filed September 1st, 25 2016. Are you aware of that?</p>

CONFIDENTIAL

<p style="text-align: right;">Page 154</p> <p>1 A. I am sure I'm aware of it. I did not 2 remember the date, as I sat here. 3 Q. And there's no attorney for Palantir 4 that prior to August of 2016 requested that 5 Mr. Abramowitz stop using any of Palantir's 6 confidential information; correct? 7 MR. FURSEVICH: Asked and answered. 8 THE WITNESS: Sorry, I didn't hear 9 that. 10 MR. FURSEVICH: My objection was asked 11 and answered. 12 A. Prior to -- prior to when we discovered 13 the patent applications in August of 2016, 14 Palantir was not aware of how Mr. Abramowitz was 15 using or misusing its confidential information or 16 its trade secrets in this matter. 17 So I don't believe I saw a request that 18 was made for him until after the discovery of 19 those applications and in the form of I believe 20 the complaint in this action. 21 Q. I believe you testified about 22 Mr. Abramowitz making oral promises relating to 23 confidentiality. I know that you mentioned 24 Dr. Karp. Who else aside from Dr. Karp do you 25 understand Mr. Abramowitz to have made oral</p>	<p style="text-align: right;">Page 156</p> <p>1 As Palantir's 30(b)(6) representative, 2 are you aware of what Dr. Karp and Mr. Abramowitz 3 discussed on that date? 4 A. Based on what I've reviewed, Dr. Karp 5 discussed Palantir's technology, its customers, 6 and its confidential information and trade secrets 7 in the fields of natural resources, cyber, and 8 health care over the course of Dr. Karp's meetings 9 with Mr. Abramowitz. 10 I don't know that I have seen 11 specifically what Mr. Karp -- or Dr. Karp, rather, 12 said to Mr. Abramowitz at that meeting, but he has 13 testified and my understanding as our corporate 14 representative is that each time he met with 15 Mr. Abramowitz he disclosed confidential 16 information regarding these trade secrets. 17 Q. Your understanding is that Dr. Karp 18 literally every time he spoke to Mr. Abramowitz 19 disclosed trade secrets? Is that your testimony? 20 A. My testimony is that Mr. Abramowitz and 21 Dr. Karp spoke about Palantir confidential 22 information. From my review of Dr. Karp's 23 testimony, I think Dr. Karp emphasized that this 24 was over the course of a number of conversations 25 and most time that they spoke about the company</p>
<p style="text-align: right;">Page 155</p> <p>1 promises of confidentiality to at Palantir? 2 A. I understand, based on what I've 3 reviewed, that he also promised Mr. Sankar that 4 he'd maintain information as confidential. I'd 5 have to look back at other deposition transcripts. 6 Those are -- those are who I -- those are who I 7 recall at this time. 8 Q. I just want to clarify one other aspect 9 of your testimony about -- we talked a lot about 10 July 12th, 2014, which is the date of that NDA. 11 Are you aware of Mr. Abramowitz having met with 12 Dr. Karp on July 12th, 2014? 13 A. I'm not -- I'm not aware as I sit here 14 right now. I think I'd have to look back. Don't 15 we have an interrogatory response on this that you 16 may have showed me? I think I'd have to look back 17 over our interrogatory response on this matter. 18 I don't -- I don't have the specific knowledge of 19 who exactly met with him on that date as I sit 20 here right now without looking at that document. 21 Q. So the document reflects -- the 22 document you're referring to -- you can look at it 23 if you want, Exhibit 336 -- but I'll represent to 24 you it reflects a meeting between Mr. Abramowitz 25 and Dr. Karp on July 12th, 2014.</p>	<p style="text-align: right;">Page 157</p> <p>1 Dr. Karp would be discussing confidential 2 information. 3 Q. You prepared on Topic 23, which relates 4 to how you, Palantir, determined your pricing for 5 licensing agreements or contracts and the 6 percentage or portion of the revenues or licensing 7 fees attributable to your purported trade secrets; 8 correct? 9 A. I am prepared to testify to that topic 10 as limited and agreed between the parties. 11 Q. Do you have any understanding as to how 12 that was limited and agreed? 13 A. I am not sure. I believe that -- I 14 don't believe that it contains the revenues at 15 this point, at least. But I am prepared to 16 testify as to generally how we determine pricing 17 for licensing agreements or contracts. 18 Q. Who is the most knowledgeable person at 19 Palantir on pricing for licensing agreements or 20 contracts? 21 A. I think it depends on the time period. 22 There's a lot of people who have knowledge of 23 Palantir's practices. I have personal knowledge 24 of Palantir's practices for pricing and licensing; 25 Mr. Taylor does as well; Dr. Karp does; I think</p>

CONFIDENTIAL

<p style="text-align: right;">Page 158</p> <p>1 Mr. Kawasaki does. There's a number of people who</p> <p>2 have that information.</p> <p>3 And, again, I think it depends upon</p> <p>4 which agreements we're talking about, which time</p> <p>5 period we're talking about. But I spoke with a</p> <p>6 number of them, and I'm prepared to testify based</p> <p>7 on that, as well as my personal knowledge, as to</p> <p>8 the general determination of pricing for license</p> <p>9 agreements and contracts.</p> <p>10 Q. Does Palantir have any written policies</p> <p>11 regarding how it prices customer contracts?</p> <p>12 A. I don't know what you mean by "written</p> <p>13 policies."</p> <p>14 Q. What don't you understand about the</p> <p>15 phrase "written policies"?</p> <p>16 A. I don't think I know what a pricing</p> <p>17 policy is.</p> <p>18 Q. Do you know what a policy is?</p> <p>19 A. How do you mean it? I would -- I'm not</p> <p>20 sure how you mean "policy." Are you asking if we</p> <p>21 have a price list?</p> <p>22 Q. Does Palantir have a written policy --</p> <p>23 does Palantir have any written policies at all?</p> <p>24 A. I believe we have an internal policy</p> <p>25 page that has written policies, yes.</p>	<p style="text-align: right;">Page 160</p> <p>1 not -- that's not with respect to how pricing is</p> <p>2 set.</p> <p>3 Is there -- are there written materials</p> <p>4 that provide guidance to how pricing is set with</p> <p>5 respect to Palantir's commercial contracts?</p> <p>6 MR. FURSEVICH: Objection, form.</p> <p>7 A. I'm sorry, I guess I'm not -- I'm not</p> <p>8 quite sure what you're going for. We have</p> <p>9 materials at Palantir that talk about pricing. Is</p> <p>10 that -- is that your --</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p style="text-align: right;">Page 159</p> <p>1 Q. Is there a written policy relating to</p> <p>2 pricing of contracts?</p> <p>3 A. I'm not aware of a document titled</p> <p>4 policy that relates to pricing of Palantir</p> <p>5 contracts.</p> <p>6 Q. Are you aware of written guidance or</p> <p>7 some written document, regardless of how it is</p> <p>8 titled, that relates to how contracts are priced</p> <p>9 at Palantir?</p> <p>10 MR. FURSEVICH: Objection, form.</p> <p>11 A. Yeah, so there's a lot of materials</p> <p>12 regarding how Palantir prices its contracts, but</p> <p>13 it depends upon the sectors. For example, I know</p> <p>14 in the government there's actually a publicly</p> <p>15 available document regarding Palantir's pricing.</p> <p>16 Q. Okay. How about with respect to its</p> <p>17 commercial contracts?</p> <p>18 A. So you're asking if there's written</p> <p>19 materials around pricing of Palantir's commercial</p> <p>20 contracts?</p> <p>21 Q. Yes.</p> <p>22 A. Yes, I mean, I believe there's -- I</p> <p>23 mean, every license agreement sets forth the</p> <p>24 actual commercials around the pricing.</p> <p>25 Q. So that's not -- with respect -- that's</p>	<p style="text-align: right;">Page 161</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 Q. So if a new customer was being on</p> <p>8 boarded at Palantir and you were trying to</p> <p>9 determine the pricing and it was trying to</p> <p>10 determine the pricing, how would it go about doing</p> <p>11 that? What's the process?</p> <p>12 MR. FURSEVICH: Objection, incomplete</p> <p>13 hypothetical, vague.</p> <p>14 A. How would our customer determine the</p> <p>15 pricing, is that what you're asking?</p> <p>16 Q. No.</p> <p>17 A. You said "it," and I wasn't sure who</p> <p>18 you're referring to. I think it said how it</p> <p>19 determined the pricing, and I thought you meant</p> <p>20 how would the customer. So if you could rephrase,</p> <p>21 that would be helpful.</p> <p>22 Q. No, how would Palantir go about doing</p> <p>23 that, "it" referring to Palantir?</p> <p>24 MR. FURSEVICH: Same objections.</p> <p>25 [REDACTED]</p>

41 (Pages 158 - 161)

Page 164

42 (Pages 162 - 165)

CONFIDENTIAL

<p>Page 166</p> <p>[REDACTED]</p>	<p>Page 168</p> <p>[REDACTED]</p>
<p>Page 167</p> <p>[REDACTED]</p>	<p>Page 169</p> <p>[REDACTED]</p>

he

1 A. So when I'm talking about use case, I
2 generally think of it as a sort of project or
3 purpose for which you are using the software. So,
4 for example, again, anti-money laundering could be
5 a use case. You're using the software to solve
6 anti-money laundering or for that particular use
7 case, is how we often refer to it.

[illegible][illegible]

Question	Percentage of Respondents Answering 'Yes'
Do you know how many days your child will have in school this year?	87%
Do you know what time your child's school starts each day?	92%
Do you know where your child's school is located?	85%
Do you know if your child has any classes or activities outside of school?	95%
Do you know if your child has any health care needs?	80%
Do you know if your child has any social skills or behavior issues?	20%
Do you know if your child has any learning disabilities or special needs?	70%
Do you know if your child has any allergies or medical conditions?	95%
Do you know if your child has any chronic health conditions?	45%
Do you know if your child has any mental health concerns?	15%
Do you know if your child has any physical health concerns?	85%
Do you know if your child has any behavioral concerns?	80%
Do you know if your child has any academic concerns?	85%
Do you know if your child has any social concerns?	80%
Do you know if your child has any emotional concerns?	85%
Do you know if your child has any other concerns?	75%
Do you know if your child has any other information you would like to share with the school?	95%

[illegible]

Page 180

46 (Pages 178 - 181)

CONFIDENTIAL

<p>Page 182</p> <p>[REDACTED]</p>	<p>Page 184</p> <p>[REDACTED]</p>
<p>Page 183</p> <p>[REDACTED]</p>	<p>Page 185</p> <p>[REDACTED]</p>

CONFIDENTIAL

<p>Page 186</p> <p>[REDACTED]</p>	<p>Page 188</p> <p>[REDACTED]</p>
<p>Page 187</p> <p>[REDACTED]</p>	<p>Page 189</p> <p>[REDACTED]</p>

Page 192

25 Q. Has Palantir ever licensed any of its

Page 193

23 A. I don't believe that I looked into this
24 for purpose of this deposition, but I'm not aware
25 in my personal capacity.

CONFIDENTIAL

<p>Page 194</p> <p>[REDACTED]</p>	<p>Page 196</p> <p>[REDACTED]</p>
<p>Page 195</p> <p>[REDACTED]</p>	<p>Page 197</p> <p>[REDACTED]</p>

[illegible]

CONFIDENTIAL

<p style="text-align: right;">Page 202</p> <p>1 Abramowitz's first set of interrogatories. Do you 2 see that? 3 A. I see that. 4 Q. Okay. And let's go to page 7. And do 5 you see Abramowitz's Interrogatory 6 there? 6 A. Give me one moment. Okay. I'm there. 7 Q. Then the next page I think has the 8 information that you are looking for in the 9 paragraph beginning with "between approximately." 10 Do you see that? 11 A. Yes, I see that. 12 Q. Okay. So you mentioned 13 You've mentioned . You mentioned 15 Who are the other customers or 16 potential customers that have used Palantir 17 cybersecurity trade secrets? 18 A. and . And 19 I think I said . I'm not sure if 20 that was in your list, but is one 21 as well. 22 Q. With respect to , when did 23 use the trade secrets? 24 A. So licensed the Palantir 25 products, which included the trade secrets,</p>	<p style="text-align: right;">Page 204</p> <p>1 A. Yeah, I don't -- my answer would be I 2 don't have the trade secret disclosure in front of 3 me, but it is the trade secrets that are the 4 cybersecurity trade secrets. 5 Q. You're saying it was all of the 6 cybersecurity trade secrets? 7 MR. FURSEVICH: Same objections. 8 A. I don't know precisely without looking 9 at the documents, but I know that I reviewed the 10 license agreements as well as Ms. Hildebrandt's 11 testimony when it comes to and that 12 used our products for some of the 13 cybersecurity work that it did that incorporated 14 our cybersecurity trade secrets. 15 Q. Okay. Why don't we back out of the 16 exhibit you're in now and go to Exhibit 69, which 17 is in your marked exhibits folder. 18 A. Okay. 19 Q. And do you see that this is 20 Palantir's -- strike that. 21 It is plaintiff's second amended trade 22 secret disclosure pursuant to Code of Civil 23 Procedure Section 2019.210. 24 A. I see that. 25 Q. Okay. So let's go to the first page of</p>
<p style="text-align: right;">Page 203</p> <p>1 between 2014 and 2016. 2 Q. Do you have any more specificity than 3 that? 4 A. I'd be happy to look at the documents. 5 I believe I reviewed the license agreements for 6 this as well. It may be the Bates numbers that 7 are cited here. And if I took a look, I'd be able 8 to provide more specificity, I believe. 9 Q. Okay. So do the Bates numbers reflect 10 the months of use -- sorry, strike that. 11 Do the licensing agreements that you 12 believe are cited to with those Bates numbers 13 reflect the months of actual use as opposed to 14 just the years? 15 A. I haven't memorialized the agreements. 16 I'd be happy to look at them. I know I reviewed 17 them in preparation for my deposition. 18 Q. Which trade secrets did use? 19 A. So used Palantir products 20 that incorporated the cybersecurity trade secrets 21 that are at issue. 22 Q. Which ones? 23 MR. FURSEVICH: Objection, objection to 24 form and outside the scope of the 30(b)(6) 25 notice.</p>	<p style="text-align: right;">Page 205</p> <p>1 the document, which includes a heading entitled 2 Palantir's cybersecurity trade secrets. Do you 3 see that? 4 A. I see that. 5 Q. And then on the next page you start to 6 see individually numbered trade secrets; correct? 7 A. I see individually numbered trade 8 secrets, yes. 9 Q. Which trade secrets did use? 10 MR. FURSEVICH: Objection, outside the 11 scope of the 30(b)(6) notice, form. 12 A. So the manner in which used 13 Palantir's trade secrets is for the purposes of 14 cybersecurity, including the cyber ontology and 15 ad hoc data sharing that Ms. Hildebrandt referred 16 to in more detail in her deposition. 17 I did not go through an analysis of our 18 trade secrets in connection with my preparation 19 for this deposition. 20 Q. So you can't tell me whether used 21 used trade secret number 1, for instance? 22 MR. FURSEVICH: Objection, misstates 23 testimony. 24 A. So the manner in which Palantir -- I'm 25 sorry, the manner in which used</p>

52 (Pages 202 - 205)

CONFIDENTIAL

<p style="text-align: right;">Page 206</p> <p>1 Palantir's software that included the trade 2 secrets is more specifically detailed in 3 Ms. Hildebrandt's deposition, as well as in is a 4 number of relevant documents that were produced in 5 this litigation. 6 I did not, in preparation for my 7 deposition, do a review of our trade secret 8 disclosure statement trade secret by trade secret 9 for this topic. 10 Q. What documents are you referring to 11 with respect to 12 A. I believe there may have been documents 13 that were referenced in Ms. Hildebrandt's 14 deposition as well as other documents produced in 15 this litigation that discuss our work, in 16 particular the license agreement. 17 Q. Does the license agreement for 18 specify by trade secret which trade secret 19 was using? 20 A. The license agreement does not list 21 Palantir's trade secrets, as far as I'm aware. It 22 contains information about the details of the 23 license and work Palantir performed for 25 Q. And that's because these trade secrets</p>	<p style="text-align: right;">Page 208</p> <p>1 MR. WOHLGEMUTH: I think it is 2 speculative, suggests it. 3 Q. Go ahead. You can answer. 4 A. Can you repeat the question? 5 Q. When you said that used 6 Palantir's cybersecurity trade secrets, what was 7 the basis for your testimony if you cannot tell me 8 that a specific trade secret was in fact used by 9 10 MR. FURSEVICH: Argumentative, form, 11 and misstates testimony. 12 A. Yeah, I don't think that was my 13 testimony. 14 Q. Okay. So can you tell me that a 15 specific trade secret was used by 16 A. What I can tell you, based on my 17 preparation for the topic that's actually at 18 issue, is that the manner in which used 19 Palantir's products that incorporated the 20 cybersecurity trade secrets is for the purpose of 21 a -- I believe it was called cyber retail or 22 retail cyber alliance. 23 That was generally for the purpose of 24 sharing data or an ad hoc sharing of data related 25 to cyber between different retail organizations.</p>
<p style="text-align: right;">Page 207</p> <p>1 that Palantir wrote here in Exhibit 69 were 2 written after litigation began; correct? 3 MR. FURSEVICH: Objection, form, 4 outside the scope of the 30(b)(6) notice. 5 A. I don't understand your question. 6 Q. Palantir wrote this document, Exhibit 7 69, after litigation began; correct? 8 MR. FURSEVICH: Same objections. 9 A. I believe that the document that we 10 prepared in connection with this litigation as our 11 trade secret disclosure pursuant to Code Civil 12 Procedure Section 2019.210 was written for the 13 litigation in which it was being used and which it 14 was required under the section of law. 15 I don't recall the exact date, but it 16 might be on the document if you wanted me to 17 review it. 18 Q. And when you said used 19 Palantir's cybersecurity trade secrets, what's the 20 basis for that testimony if you can't tell me that 21 a specific trade secret was in fact used by 23 MR. FURSEVICH: Objection, 24 argumentative, form, and otherwise calls for 25 speculation.</p>	<p style="text-align: right;">Page 209</p> <p>1 Q. So there was no automatic sharing of 2 data with 3 MR. FURSEVICH: Objection, form. 4 A. The specifics of whether -- of the data 5 sharing I believe Ms. Hildebrandt went through in 6 her deposition. There may also be documents on 7 that topic. As I sit here, I didn't memorize 8 Ms. Hildebrandt's deposition testimony, so I would 9 have to refer back to it to answer more 10 information on the specifics. 11 Q. When you say that used 12 products that incorporated cybersecurity trade 13 secrets, what does that mean specifically? What 14 does it mean to incorporate a trade secret? 15 MR. FURSEVICH: Objection, form. 16 A. When I say they used products that 17 incorporated Palantir's trade secrets, what I am 18 referring to is that they used Palantir's software 19 products. The software products that they used 20 incorporated Palantir's trade secrets such that 21 they were able to do data sharing and have a cyber 22 ontology and the other elements that 23 Ms. Hildebrandt detailed in her deposition. 24 Q. Okay. So if I walk through each of 25 these trade secrets 1 through 8, which all relate</p>

CONFIDENTIAL

<p style="text-align: right;">Page 210</p> <p>1 to cybersecurity, you cannot tell me whether 2 used any one of those trade secrets; is that 3 correct? 4 MR. FURSEVICH: Objection, misstates 5 testimony. 6 A. What I can tell you is what I was 7 prepared to testify to on this topic, which is the 8 manner in which Palantir's -- I can read it for 9 you, but it's the manner in which Palantir's trade 10 secrets have been used by Palantir's actual or 11 potential customers. 12 The general manner in which it's been 13 used by is that -- for the retail cyber 14 alliance, the details of that, the specific 15 details, are in Ms. Hildebrandt's testimony as 16 well as the documents that I've referenced, 17 including the license agreement. And that's the 18 testimony that I have for that. 19 Q. We'll just have to do it this way: How 20 was -- what was the manner in which trade secret 21 number 8 was used by 22 MR. FURSEVICH: Objection, form, 23 outside the scope of the 30(b)(6) notice. 24 A. Sorry, I'm scrolling still. 25 (Pause.)</p>	<p style="text-align: right;">Page 212</p> <p>1 MR. FURSEVICH: Objection, misstates 2 testimony. 3 A. That's not what I said. 4 Q. Then where else would it be? 5 A. Where else would what be? 6 Q. Where else would use of 7 these cybersecurity trade secrets be evidenced if 8 not in Ms. Hildebrandt's testimony? 9 MR. FURSEVICH: Objection, this is 10 outside the scope of the 30(b)(6) notice, 11 calls for speculation. 12 A. Yeah, the evidence that I reviewed was 13 Ms. Hildebrandt's deposition transcript as well as 14 a number of documents that have been produced in 15 this case. There -- I can't speak to anywhere 16 where there might be information regarding Home 17 Depot's usage of Palantir's technology. 18 But that is the evidence that I 19 reviewed, and the specifics around Palantir's 20 usage that is within the scope of what I reviewed 21 is present in those materials. 22 Q. Can you think of a specific document 23 that reflects use of trade secret 24 number 8? 25 MR. FURSEVICH: Objection, outside the</p>
<p style="text-align: right;">Page 211</p> <p>1 A. So based on my review of this trade 2 secret now and my review of the evidence prior, 3 the manner in which used Palantir's 4 software, which incorporated the trade secrets, 5 was for the cyber retail alliance. The specifics 6 of the cyber retail alliance in that usage is, 7 again, detailed in Ms. Hildebrandt's deposition 8 and in the documents. 9 Q. Did use a design concept for 10 a user interface that displayed attack data from 11 other organization -- other organizations, 12 automatically notified administrators at member 13 organizations of the presence of potential 14 threats, and prioritizes notifications depending 15 on the need for immediate analyst attention? 16 MR. FURSEVICH: Objection. This is 17 outside the scope of the 30(b)(6) notice, and 18 asked and answered. 19 A. used Palantir's software, 20 which incorporated its trade secrets, for the 21 retail cyber alliance. The specifics of the usage 22 is detailed in Ms. Hildebrandt's deposition 23 transcript and in the documents. 24 Q. So if it's not in Ms. Hildebrandt's 25 testimony, didn't use the trade secret?</p>	<p style="text-align: right;">Page 213</p> <p>1 scope of the 30(b)(6) notice. 2 A. I believe that -- based on what I 3 reviewed, Ms. Hildebrandt's deposition transcript 4 is one document. The license agreements are 5 another document. And I believe there are other 6 documents that we've produced relating to The 7 deployment, but I have not memorized all of 8 them. 9 Q. You can't point me to any other 10 documents besides Ms. Hildebrandt's deposition 11 transcript and the license agreement? 12 MR. FURSEVICH: Objection, asked and 13 answered, outside the scope of the 30(b)(6) 14 notice, form. 15 A. Again, I reviewed various documents. I 16 know that we've produced a number of documents in 17 this litigation that relate to The 18 deployment in addition to Ms. Hildebrandt's 19 deposition transcript and the license agreements, 20 and that's what I'm referring to. 21 Q. But I just want to know can you point 22 me to a specific document. 23 A. So -- 24 Q. Setting aside the license agreements 25 and the transcript.</p>

CONFIDENTIAL

<p style="text-align: right;">Page 214</p> <p>1 A. I have not memorized all of the</p> <p>2 documents that we've produced as it relates to The</p> <p>3 deployment. I know that there are a</p> <p>4 number of documents and that they detail</p> <p>5 additional information regarding our work at</p> <p>6 Palantir's work.</p> <p>7 Q. Okay. Did use a method for</p> <p>8 weighting attack data from different member</p> <p>9 organizations?</p> <p>10 MR. FURSEVICH: Objection, form outside</p> <p>11 the scope of the 30(b)(6) notice.</p> <p>12 A. The general manner in which</p> <p>13 used Palantir's software that contained the trade</p> <p>14 secrets is, again, it's the cyber retail alliance.</p> <p>15 The specifics of it I have not remembered or,</p> <p>16 rather, memorized.</p> <p>17 So the specifics of it are set forth in</p> <p>18 Ms. Hildebrandt's deposition, the license</p> <p>19 agreement, and the other various documents that</p> <p>20 refer to The deployment.</p> <p>21 Q. Again, you can't point me to any</p> <p>22 specific documents other than the license</p> <p>23 agreements in Ms. Hildebrandt's deposition</p> <p>24 testimony; correct?</p> <p>25 A. I have not memorized all of the</p>	<p style="text-align: right;">Page 216</p> <p>1 A. use of Palantir's software</p> <p>2 for -- which contained the trade secrets that</p> <p>3 we're discussing here, the cybersecurity trade</p> <p>4 secrets, is detailed in Ms. Hildebrandt's</p> <p>5 deposition transcript, the license agreement, and</p> <p>6 the other documents I referred to that relate to</p> <p>7 The deployment.</p> <p>8 I do not as I sit here remember all of</p> <p>9 the specifics of how that software was used at</p> <p>10 , and I have not done a complete</p> <p>11 analysis of it as regards our trade secret</p> <p>12 disclosure in preparation for this deposition.</p> <p>13 Q. Again, you can't point me to any</p> <p>14 specific documents outside of the licensing</p> <p>15 agreement and the deposition transcript of</p> <p>16 Ms. Hildebrandt; correct?</p> <p>17 A. As I sit here, the documents in</p> <p>18 addition to the license agreement and</p> <p>19 Ms. Hildebrandt's deposition transcript are the</p> <p>20 documents that Palantir produced related to</p> <p>21 deployment.</p> <p>22 Q. For trade secret number 5, you see</p> <p>23 after the heading it says, Trade secret number 5</p> <p>24 is Palantir's method of constructing a</p> <p>25 standardized data ontology for reports of</p>
<p style="text-align: right;">Page 215</p> <p>1 documents that we've produced in this litigation.</p> <p>2 I do know that there are additional documents that</p> <p>3 relate to The deployment and that I</p> <p>4 believe have been produced.</p> <p>5 Q. And let's go to trade secret 6. Just</p> <p>6 for the record, trade secret 7, the first sentence</p> <p>7 of trade secret 7 after description of the trade</p> <p>8 secret as it existed at Palantir prior to</p> <p>9 Mr. Abramowitz's misappropriation, reads, Trade</p> <p>10 secret 7 is Palantir's method for weighting attack</p> <p>11 data from different member organizations; correct?</p> <p>12 A. I think you missed a word, but, yes,</p> <p>13 generally that's right.</p> <p>14 Q. For trade secret 6 the first sentence</p> <p>15 after the header is, Trade secret 6 is Palantir's</p> <p>16 method for synthesizing attack data from multiple</p> <p>17 sources into rule sets that tell the systems of</p> <p>18 participant networks how to identify future</p> <p>19 attacks.</p> <p>20 Do you see that?</p> <p>21 A. I see what you're referring to.</p> <p>22 Q. Did use that trade secret?</p> <p>23 MR. FURSEVICH: Objection, form outside</p> <p>24 the scope of the 30(b)(6) notice, asked and</p> <p>25 answered.</p>	<p style="text-align: right;">Page 217</p> <p>1 suspicious activity so that each participant in</p> <p>2 the security sharing system can instantly</p> <p>3 understand the data generated by other</p> <p>4 participants.</p> <p>5 Did use that method?</p> <p>6 MR. FURSEVICH: Objection, form outside</p> <p>7 the scope of the 30(b)(6) notice.</p> <p>8 A. So I don't remember analyzing this</p> <p>9 trade secret in connection with my deposition. I</p> <p>10 do recall Ms. Hildebrandt did testify around the</p> <p>11 specifics. I do actually recall her testimony</p> <p>12 included information regarding use of</p> <p>13 Palantir's products which had a cyber ontology</p> <p>14 configuration.</p> <p>15 And she discussed as well the necessity</p> <p>16 or the reason behind a unified cyber ontology and</p> <p>17 the ability for participants to understand data</p> <p>18 because of this standardized data ontology.</p> <p>19 The specifics I would again look back</p> <p>20 to Ms. Hildebrandt's deposition transcript as well</p> <p>21 as the license agreement and the other documents</p> <p>22 referencing The deployment that have</p> <p>23 been produced in this litigation.</p> <p>24 Q. And, again, aside from</p> <p>25 Ms. Hildebrandt's deposition transcript and the</p>

55 (Pages 214 - 217)

CONFIDENTIAL

<p style="text-align: right;">Page 218</p> <p>1 licensing agreement, you can't point me to any 2 other document; correct? 3 A. In addition to Ms. Hildebrandt 4 deposition transcript and the license agreement, I 5 believe it's the other documents that Palantir 6 produced with regard to The deployment. 7 Q. When you say "other documents that 8 Palantir produced with regard to The 9 deployment," you're just referring to all of the 10 documents relating to that Palantir 11 produced; correct? 12 MR. FURSEVICH: Objection, misstates 13 testimony. 14 A. I haven't analyzed all of the documents 15 that Palantir produced relating to , but 16 I believe there are documents that provide 17 additional details as to Palantir's work at Home 18 Depot, and those would be something that I would 19 look to here. 20 Q. Okay. What are those documents that 21 provide additional details that you're thinking of 22 now? 23 A. I didn't memorize all of the documents 24 that Palantir produced. I don't know the Bates 25 numbers of each document. But I would -- I would</p>	<p style="text-align: right;">Page 220</p> <p>1 A. My understanding is that Palantir has 2 produced thousands if not hundreds of thousands of 3 documents in this litigation. I have reviewed a 4 number of those documents in preparation for this 5 deposition. 6 I have not memorized those documents. 7 And as I sit here I cannot tell you Bates numbers 8 of the documents that relate to the specifics of 9 The deployment. 10 Q. I'm not asking you for -- 11 A. What I reviewed are the documents that 12 include the license agreement, that include 13 Ms. Hildebrandt's deposition, and from those I was 14 able to understand the manner in which Palantir's 15 software technologies were used by . 16 Q. I'm not asking you for the Bates 17 numbers. But it's clear that you can't provide 18 any additional information, so we'll just move on. 19 Trade secret 4 is on the next page up. 20 Trade secret 4 after the heading reads, Trade 21 secret 4 is Palantir's method developed in its 22 extensive work in the intelligence and defense 23 fields of automatically stripping cyber threat 24 data of sensitive information, such as internal IP 25 addresses and network configurations, so that they</p>
<p style="text-align: right;">Page 219</p> <p>1 note that these are typical documents that refer 2 to and relate to The deployment. 3 Q. So all you can tell me is that you're 4 referring to documents that refer and relate to 5 The deployment? 6 A. No, I think what I told you is that 7 what I'm prepared to testify to is the manner in 8 which used Palantir's technology that 9 contained the trade secrets. And I've described 10 for you my recollection of that manner based on 11 the evidence I reviewed. 12 To get into the specific details of The 13 deployment, I would look to the 14 documents that I've referenced. 15 Q. What documents have you referenced? 16 That's what -- my question wasn't about what you 17 prepared to, because you obviously prepared for a 18 topic that was not the one that was included in 19 the notice, but what specific documents are you 20 talking about when you say documents that have the 21 specific details of The deployment, 22 setting aside Ms. Hildebrandt's transcript and 23 setting aside the license agreement. 24 MR. FURSEVICH: Asked and answered, 25 form, and argumentative.</p>	<p style="text-align: right;">Page 221</p> <p>1 can be seamlessly shared with other participants 2 in the security sharing system without 3 compromising confidential details about the 4 individual members, networks, or activities. 5 Do you see that? 6 A. I see the first sentence, the first 7 paragraph of trade secret number 4. I believe 8 that's what you read. It was hard to follow. 9 Q. Did use that method? 10 MR. FURSEVICH: Objection, form, 11 outside the scope of the 30(b)(6) notice. 12 A. For this deposition topic I did not do 13 an analysis of our trade secret disclosure 14 statement as it relates to each deployment. What 15 I can tell you is that based on the evidence that 16 I reviewed generally used Palantir's 17 technology, which included its trade secrets for 18 cybersecurity retail alliance. And that included 19 more specific details that Ms. Hildebrandt has 20 outlined in her deposition. 21 Q. How about trade secret 3, that refers 22 to another method for integrating and storing a 23 range of different types of cyberattack data? Do 24 you see trade secret 3? 25 A. Okay. I see trade secret 3. You only</p>

CONFIDENTIAL

<p style="text-align: right;">Page 222</p> <p>1 want me to read that first sentence?</p> <p>2 Q. I'm just making sure that you see it.</p> <p>3 Do you see it?</p> <p>4 A. I see it.</p> <p>5 Q. Did use the method that is</p> <p>6 described in trade secret 3?</p> <p>7 A. Do you want me to read the method?</p> <p>8 Q. I would assume that you've already</p> <p>9 prepared by reading the method. Have you not read</p> <p>10 this document?</p> <p>11 MR. FURSEVICH: Objection, form,</p> <p>12 argumentative. This is borderline harassment.</p> <p>13 A. I have read Palantir's trade secret</p> <p>14 disclosure statement. I don't know that I read it</p> <p>15 in preparation for this deposition since it's not</p> <p>16 relevant to -- or not part of the topics that I'm</p> <p>17 designated for. But I'm happy to read it again.</p> <p>18 I don't have it memorized. But if you'd like me</p> <p>19 to read it, I'm happy to.</p> <p>20 Q. Sure. You can read the first</p> <p>21 substantive sentence, and then let me know when</p> <p>22 you're ready to respond to the question of whether</p> <p>23 used the method that is identified in</p> <p>24 trade secret 3.</p> <p>25 A. Okay. I will read, per your direction,</p>	<p style="text-align: right;">Page 224</p> <p>1 happy to look at it for more specifics.</p> <p>2 Q. Is Ms. Hildebrandt's deposition</p> <p>3 transcript the sum of your knowledge with respect</p> <p>4 to use of trade secret 3?</p> <p>5 MR. FURSEVICH: Objection, asked and</p> <p>6 answered.</p> <p>7 A. No, I think, as I've mentioned, my</p> <p>8 knowledge with regard to use of</p> <p>9 Palantir's software that incorporates the trade</p> <p>10 secrets is based on conversations and review of</p> <p>11 Ms. Hildebrandt's deposition transcript as well as</p> <p>12 the license agreement and I believe other</p> <p>13 documents referring to the cyber deployment at</p> <p>14 .</p> <p>15 I can't recall all of the specifics of</p> <p>16 those documents. It's quite a complex -- a</p> <p>17 nuanced deployment, and the technology is quite</p> <p>18 complex. So I'm not an engineer, and I don't have</p> <p>19 the specifics memorized. But that's who I'm</p> <p>20 relying upon.</p> <p>21 Q. Trade secret 2 is Palantir's method of</p> <p>22 sharing cybersecurity information between</p> <p>23 organizations connected via a network based on the</p> <p>24 sharing preferences of the members on the network.</p> <p>25 Did use that method?</p>
<p style="text-align: right;">Page 223</p> <p>1 only the first sentence.</p> <p>2 MR. FURSEVICH: Ms. Personick, please</p> <p>3 take your time to read whichever part of the</p> <p>4 document you need for context.</p> <p>5 THE WITNESS: Okay.</p> <p>6 (Pause.)</p> <p>7 THE WITNESS: Okay. I've read it.</p> <p>8 Q. Did use trade secret number</p> <p>9 3?</p> <p>10 A. Based on the evidence I've seen,</p> <p>11 used Palantir's technology, which</p> <p>12 incorporated its cybersecurity trade secrets. I</p> <p>13 believe I recall from Ms. Hildebrandt's deposition</p> <p>14 transcript a discussion of the storage or at least</p> <p>15 the export format. I think that was in</p> <p>16 Ms. Hildebrandt's deposition transcript and</p> <p>17 related to this. I apologize, I reviewed a lot of</p> <p>18 materials. It could be a different deposition</p> <p>19 transcript for one of the other technologies.</p> <p>20 But she went through some specifics</p> <p>21 regarding integration and storage. I haven't</p> <p>22 memorized all of the specifics that she went</p> <p>23 through. There's quite a bit of detail in her</p> <p>24 deposition transcript.</p> <p>25 So I would refer back to that, and I'm</p>	<p style="text-align: right;">Page 225</p> <p>1 MR. FURSEVICH: Objection, falls</p> <p>2 outside the scope of the 30(b)(6) notice, and</p> <p>3 asked and answered, and form.</p> <p>4 A. Do you want me to review the method?</p> <p>5 Q. If you need it to answer the question,</p> <p>6 but it seems like you don't. But if you need it</p> <p>7 to, of course you're welcome to review it.</p> <p>8 A. Yeah, I'd like to review it. I don't</p> <p>9 have this document memorized. And I know you're</p> <p>10 asking specifically about this trade secret</p> <p>11 method, so I'd like to make sure I understand it.</p> <p>12 Q. Then by all means.</p> <p>13 (Pause.)</p> <p>14 A. Okay. I've read it.</p> <p>15 Q. Okay. Did use that method?</p> <p>16 A. I believe that in using</p> <p>17 Palantir's technology that incorporated the</p> <p>18 cybersecurity trade secrets, used or participated</p> <p>19 in data sharing. I know that Palantir's software</p> <p>20 also has access controls where you can configure</p> <p>21 who data is shared with, both within and outside</p> <p>22 of an organization.</p> <p>23 The specifics of the usage at</p> <p>24 I believe Ms. Hildebrandt went through, and</p> <p>25 I don't -- I didn't memorize. I don't remember</p>

57 (Pages 222 - 225)

CONFIDENTIAL

<p style="text-align: right;">Page 226</p> <p>1 all of the specifics. But I do recall her talking 2 about data sharing and I believe as well as some 3 level of access controls. 4 So I would -- I would be looking at 5 that, and I'm happy to, if you have her 6 transcript, as well as other documents that I've 7 referenced throughout the deposition. 8 Q. So trade secret 2 refers to a network 9 and members being on a network. 10 Who were the other members of the 11 network that [REDACTED] was on? 12 MR. FURSEVICH: Objection, falls 13 outside the scope of the 30(b)(6) notice. 14 A. So I don't believe that I -- I don't 15 believe that I was designated to look into this. 16 However, I can say that [REDACTED] was I believe 17 at least sharing data or connected with Palantir. 18 I don't recall if Ms. Hildebrandt detailed 19 additional organizations. I'd have to look back 20 at her testimony. 21 I don't believe that the retail threat 22 or cyber alliance ended up getting off the ground 23 with a lot of organizations, so I'm not sure if 24 there's others outside of Palantir. 25 Q. And then in the last substantive</p>	<p style="text-align: right;">Page 228</p> <p>1 I don't remember it as I sit here right now. I'd 2 be looking back to, again, the deposition 3 transcripts and testimony I've referenced as well 4 as the documents around The [REDACTED] deployment. 5 Q. With respect to trade secret 1, it 6 describes a design concept regarding the security 7 sharing system facilitating a peer-to-peer 8 transfer of cyberattack information. 9 Did [REDACTED] ever share cyberattack 10 information peer to peer? 11 A. [REDACTED] used our technology that 12 incorporated this trade secret or the 13 cybersecurity trade secrets and shared 14 information. I believe they shared information 15 with other organizations. 16 I apologize, I don't -- I don't think I 17 am an expert in what peer to peer means, so I'm 18 not sure of that particular language. But I can 19 say that they did have data-sharing capabilities. 20 And, again, I'm looking to 21 Ms. Hildebrandt's deposition testimony as well as 22 the documents that I've referenced previously and 23 generally the information about how our technology 24 worked at that time. 25 Q. Okay. So let's go back --</p>
<p style="text-align: right;">Page 227</p> <p>1 paragraph in the trade secret 2 there was a how is 2 it distinct from general -- matters of general 3 knowledge. 4 And it states, During the time at issue 5 in the complaint, no other firm had created the 6 automatic mechanism for organizations to share a 7 broad range of cyberattack data with one another 8 much less tailor the data sharing to the access 9 control preferences of each organization. 10 Do you see that? 11 A. I see the sentence you're referring to. 12 Q. Had [REDACTED] used an automatic method 13 for sharing a broad range of cyberattack data with 14 another organization? 15 MR. FURSEVICH: Objection, falls 16 outside the scope of the 30(b)(6) notice, 17 form. 18 A. I don't recall, from all of the 19 evidence I reviewed, if there's a discussion of 20 the mechanism. There might be. I just don't 21 remember as I sit here right now. 22 I know that [REDACTED], based on what I 23 reviewed, was using Palantir software, and it 24 allowed for sharing of data. But in terms of the 25 specific details of that data sharing, I don't --</p>	<p style="text-align: right;">Page 229</p> <p>1 MR. FURSEVICH: Steve, we've been going 2 about an hour. I think we should take a 3 break. 4 MR. WOHLGEMUTH: Let's just finish up, 5 a couple more questions. 6 Q. Let's go back to Exhibit 341, please. 7 A. Okay. 8 Q. You see you mentioned -- the other 9 entities that you mentioned -- which I believe are 10 [REDACTED] 11 [REDACTED] -- are listed 12 there. Is that -- do you see where I am on the -- 13 on page 8 in Exhibit 341? 14 A. Okay. I see. 15 Q. Did these customers use Palantir's 16 cybersecurity trade secrets? 17 MR. FURSEVICH: Objection, form. 18 A. Yeah, I believe that these customers 19 incorporated -- let's see. These customers used 20 Palantir's products that incorporated 21 functionalities of our trade secrets. That's 22 based on what I reviewed from Melody's testimony 23 regarding some of these customers, as well as the 24 documents that are cited here. 25 Q. What does it mean to incorporate the</p>

CONFIDENTIAL

Page 230	Page 232
<p>1 functionality of a trade secret?</p> <p>2 A. So in this instance what I mean is that</p> <p>3 Palantir's software products incorporated</p> <p>4 certain -- I guess I don't know a better term than</p> <p>5 "functionalities" of the trade secrets. So</p> <p>6 functional abilities of the trade secrets? I'm</p> <p>7 just not sure of a better term.</p> <p>8 Q. Why do you say "functionalities" and</p> <p>9 not use the trade secrets themselves?</p> <p>10 MR. FURSEVICH: Objection, form.</p> <p>11 A. I'm not sure why this was written</p> <p>12 precisely the way that it was written, but I do</p> <p>13 know that the entities that are listed here, based</p> <p>14 on what I've reviewed, have used Palantir's</p> <p>15 software, and that software incorporates the</p> <p>16 functionalities of the cybersecurity trade secrets</p> <p>17 at issue.</p> <p>18 Q. Which trade secrets are incorporated in</p> <p>19 the software you're testifying about?</p> <p>20 A. The software is Palantir's platform</p> <p>21 that was offered to those customers at that time,</p> <p>22 and it incorporated functionalities such as data</p> <p>23 sharing and access controls.</p> <p>24 There's a lot of functionality that was</p> <p>25 incorporated in there. Specifically I'm thinking</p>	<p>1 Which of the eight cybersecurity trade</p> <p>2 secrets were incorporated into the functionality</p> <p>3 of the software that you've testified about?</p> <p>4 A. Again --</p> <p>5 MR. FURSEVICH: Objection, this is</p> <p>6 outside the scope of the 30(b)(6) notice.</p> <p>7 A. Again, I didn't do an analysis of our</p> <p>8 trade secret disclosure for this deposition topic.</p> <p>9 What I did was base my understanding on the</p> <p>10 evidence that we have regarding the deployments,</p> <p>11 which includes Ms. Hildebrandt's deposition</p> <p>12 testimony as well as the documents, the internal</p> <p>13 documents, and the license agreement.</p> <p>14 So I didn't go through and perform a</p> <p>15 detailed analysis comparing all of that</p> <p>16 information to each of the lines from our trade</p> <p>17 secret disclosure statement.</p> <p>18 What I can tell you generally is that</p> <p>19 they used the functionalities in the cyberspace.</p> <p>20 Those functionalities included, for example, cyber</p> <p>21 ontology, included data-sharing functionalities</p> <p>22 that could be configured in Palantir's software.</p> <p>23 I don't recall whether they actually</p> <p>24 shared data with another organization, cyber data</p> <p>25 with another organization, but based on what I've</p>
Page 231	Page 233
<p>1 of Ms. Hildebrandt's testimony on this topic where</p> <p>2 she spoke to the functionalities that were present</p> <p>3 at these various customers.</p> <p>4 Q. So outside of Ms. Hildebrandt's</p> <p>5 testimony, do you have any other basis for saying</p> <p>6 that the functionalities of Palantir's trade</p> <p>7 secrets were incorporated into the software used</p> <p>8 by these customers?</p> <p>9 A. Again I believe I would look to the</p> <p>10 license agreements which I reviewed here as well</p> <p>11 as I know there's documents that we produced for</p> <p>12 each of these deployments that describe in much</p> <p>13 more detail.</p> <p>14 These are fairly complex both products</p> <p>15 and deployments from a technical perspective. So</p> <p>16 that's what I -- that's what I was looking at and</p> <p>17 basing my opinion on here.</p> <p>18 Q. Do those documents identify the trade</p> <p>19 secret that was used by number?</p> <p>20 A. I don't recall reviewing any document</p> <p>21 that identifies the trade secrets by number.</p> <p>22 Q. Which of -- I can't remember if it was</p> <p>23 seven or eight. Let me just look. Which of the</p> <p>24 eight cybersecurity trade secrets were used --</p> <p>25 strike that.</p>	<p>1 reviewed, the functionalities of Palantir's</p> <p>2 technology or Palantir's trade secrets existed in</p> <p>3 the products that they licensed.</p> <p>4 Q. So is it fair to say that these are</p> <p>5 just all of Palantir's cybersecurity customers?</p> <p>6 MR. FURSEVICH: Objection to form,</p> <p>7 misstates testimony, outside the scope of the</p> <p>8 30(b)(6) notice.</p> <p>9 MR. WOHLGEMUTH: Yegor, it's not</p> <p>10 appropriate to shout on the record.</p> <p>11 MR. FURSEVICH: I'm not shouting,</p> <p>12 Steve; I'm stating my objections. But this is</p> <p>13 the way it goes.</p> <p>14 Q. Is it fair to say that these are all of</p> <p>15 Palantir's cybersecurity customers?</p> <p>16 A. No, that's not accurate. I believe --</p> <p>17 and, again, I didn't review all of Palantir's</p> <p>18 cybersecurity customers, but I don't believe this</p> <p>19 is a complete list of Palantir's cybersecurity</p> <p>20 customers.</p> <p>21 Q. Okay. So I'm just trying to figure out</p> <p>22 the metric for inclusion on this list. And the</p> <p>23 metric for inclusion that I'm understanding from</p> <p>24 your testimony is that if these customers licensed</p> <p>25 software that had the ability to do what the trade</p>

59 (Pages 230 - 233)

CONFIDENTIAL

<p style="text-align: right;">Page 234</p> <p>1 secrets could do, they were included, irrespective 2 of whether the customers actually used that 3 functionality; is that fair? 4 MR. FURSEVICH: Objection, misstates 5 testimony, outside of the 30(b)(6) notice. 6 A. I don't think that's my testimony. 7 Q. Okay. Then what's wrong about that? 8 MR. FURSEVICH: Objection, same 9 objections. 10 A. I'm not -- I'm not sure where to start. 11 I think what I would say is that the customers 12 that are listed here are the customers that 13 license Palantir's products that incorporate the 14 functionalities of the cybersecurity trade 15 secrets. 16 This included, for example, the cyber 17 ontology, it included the data-sharing 18 capabilities. That's my understanding from 19 Ms. Hildebrandt's deposition testimony. 20 We are not including on this list 21 people who -- or customers, rather, who licensed 22 Palantir's technology for purposes of cyber but 23 the products they licensed did not incorporate the 24 trade secrets. 25 Q. And for -- to be included on this list,</p>	<p style="text-align: right;">Page 236</p> <p>1 spoken about, which is that I am prepared to 2 testify as to the manner in which they used 3 Palantir's trade secrets. 4 I have reviewed a lot of documents and 5 deposition testimony, and I've spoken with 6 witnesses on those points. What I did not do is 7 sit down with our trade secret disclosure 8 statement in preparation for this deposition and 9 review line by line in comparison to the 10 information that I have regarding how our products 11 were used by these customers that are indicated in 12 this interrogatory. 13 So if what you're asking is for me to 14 go through line by line, that's not something that 15 I understood to be the scope of this topic and 16 that's not something that I am prepared to do. 17 MR. WOHLGEMUTH: Okay. 18 MR. FURSEVICH: Let's take a break. I 19 need a break, and it's been about ten minutes 20 since I requested the last one and you said 21 just a few questions. 22 MR. WOHLGEMUTH: I just said let's take 23 a break. We can take a break. 24 THE VIDEOGRAPHER: The time is 3:15. 25 We are off the record.</p>
<p style="text-align: right;">Page 235</p> <p>1 the customers did not in fact have to use the 2 functionality; is that fair? 3 MR. FURSEVICH: Objection, outside the 4 scope of the 30(b)(6) notice, and form, and 5 misstates testimony. 6 A. I don't know that that's accurate. I'm 7 thinking back to Ms. Hildebrandt's deposition 8 transcript where she went through what 9 functionalities certain customers used. And I 10 can't say that I have that memorized or know that 11 as well as she did at the time. 12 So I don't know how to answer your 13 question. 14 Q. Is it fair that with respect to all of 15 the other customers that are included in the 16 response to Interrogatory 6 and included within 17 the scope of Topic 36 that you will be unable to 18 identify which specific trade secret any of them 19 used? 20 MR. FURSEVICH: Objection, form and -- 21 objection, form. 22 A. I don't -- I don't know that that's the 23 case. I'm not quite sure what you're planning on 24 asking. I can tell you what I've told you with 25 respect to the previous customers that we've</p>	<p style="text-align: right;">Page 237</p> <p>1 (Recess taken from 3:15 to 3:29.) 2 THE VIDEOGRAPHER: The time is 3:29. 3 We are on the record. 4 Q. Ms. Personick, did you have any 5 conversations with your counsel during this break 6 or any of the other breaks that I haven't asked 7 about? 8 A. Yeah, I've talked to my counsel. 9 Q. Did you talk about today's deposition? 10 A. No, I didn't talk about any of my 11 deposition testimony, no. 12 Q. Did you talk about the deposition? 13 A. Oh, well, I think, as we discussed 14 previously, I did ask them some privilege 15 questions. 16 Q. We did talk about those communications 17 in the breaks. I take it other than those 18 conversations about privilege you've had no 19 substantive communications about today's 20 deposition with your counsel? 21 A. Substantive communications, no. 22 Q. Oh, have you had nonsubstantive 23 communications about the deposition? 24 A. If you want it on the record, I think I 25 mentioned that I really had to go to the bathroom</p>

CONFIDENTIAL

<p style="text-align: right;">Page 238</p> <p>1 in the deposition. The segments are long. 2 Q. That's not the kind of information I'm 3 seeking. 4 A. I don't think it is, so that's what I'm 5 suggesting. 6 Q. I'm not interested in that. 7 Let's direct your attention back to 8 341, Exhibit 341. 9 A. Okay. 10 Q. And we're still on page 8. 11 A. Okay. 12 Q. In the second sentence of that bottom 13 paragraph, there's the list of customers beginning 14 with [REDACTED]. 15 A. Yes. 16 Q. I want to focus you on that list. 17 A. Okay. 18 Q. For those customers were they a part of 19 a network that shared cybersecurity information? 20 MR. FURSEVICH: Objection, form. 21 A. I don't know if they were ever part of 22 a network that shared cybersecurity information. 23 Q. I take it you don't know if they were 24 part of a network that automatically shared 25 cybersecurity information.</p>	<p style="text-align: right;">Page 240</p> <p>1 on the same page. Were they a part of a security 2 sharing system that involved other members of a 3 network? 4 MR. FURSEVICH: Same objections. 5 A. So the customers listed here used 6 Palantir's technology, and Palantir's technology 7 incorporated the trade secrets that we've been 8 discussing, the cybersecurity trade secrets. 9 If we go into the specifics of like 10 what their architectural setup was for Palantir's 11 technology and whether they had access configured 12 to other individual organizations, I'm not sure I 13 know or have seen the answer to that question. 14 Q. And with respect to the cybersecurity 15 trade secrets, you -- "you" being Palantir -- list 16 [REDACTED] in the first sentence and describe it 17 as [REDACTED] licensed product from Palantir of 18 which the cybersecurity trade secrets at issue 19 were a part or component. 20 Then in the second sentence you state, 21 Further, the following entities licensed 22 Palantir's products including the functionalities 23 of the cybersecurity trade secrets at issue. 24 What is the distinction between those 25 two groups of companies?</p>
<p style="text-align: right;">Page 239</p> <p>1 A. Yeah, sorry, I may be misunderstanding 2 your question, but are you asking if they used 3 Palantir's technology or if they were just 4 generally part of a network that shared 5 cybersecurity information? That's where I'm 6 confused. 7 Q. With respect to their use of Palantir's 8 technology, were they a part of a network that 9 shared cybersecurity information? 10 A. They used Palantir's technology that 11 contained the cybersecurity trade secrets, and I 12 think that included functionality around sharing 13 information, sharing cybersecurity information. I 14 don't recall the specifics of what they did and 15 did not share. 16 Q. But regardless of whether it included 17 the functionality around sharing information, were 18 they on a network that connected them to other 19 organizations? 20 MR. FURSEVICH: Objection, form and 21 outside the scope of the 30(b)(6) notice. 22 A. I don't recall if I reviewed the 23 specific information about their architectural 24 setup for each of these customers. 25 Q. Okay. I just want to make sure we're</p>	<p style="text-align: right;">Page 241</p> <p>1 MR. FURSEVICH: Objection. This is 2 outside the scope of the 30(b)(6) notice, and 3 form. 4 A. I'm not sure -- if you're asking for 5 the distinction between those two sentences, I'm 6 not sure I was prepared or fully appreciate the 7 nuance in the language. 8 What I can tell you is that what we're 9 talking about here is licensing products that 10 incorporated the trade secrets. And the reason 11 we're talking about it that way, which may be part 12 of our disconnect, is these entities are not 13 licensing -- they're not using the trade secrets; 14 they're using Palantir's software. 15 So when we talk about [REDACTED] using 16 Palantir software, of which the cybersecurity 17 trade secrets at issue were a part or component, 18 and then we're talking about the other companies 19 who licensed the software incorporating the 20 functionalities, what I'm thinking about is to 21 Melody Hildebrandt's deposition transcript. And 22 there she detailed how these different 23 organizations were using the products. 24 For example, [REDACTED] was using the 25 products for the cyber retail alliance, and I</p>

CONFIDENTIAL

<p style="text-align: right;">Page 242</p> <p>1 believe that in her deposition the other entities 2 were grouped as using the products slightly 3 differently. 4 That is my understanding of why they're 5 broken out by that, but, again, I didn't dive into 6 the nuance of this language. 7 Q. I think you did reveal a large 8 disconnect between your preparation and the topic 9 written, which the topic written is the dates and 10 manner in which Palantir's trade secrets have been 11 used by actual or potential customers, not about 12 the software. 13 But setting that issue aside, with 14 respect to -- you've used the phrase "ontology" a 15 few times. What do you mean by the word 16 "ontology"? 17 A. So an ontology, as I understand it -- 18 and, again, I think some of the people you spoke 19 to previously have probably described this better 20 than I'm going to, including Ms. Hildebrandt and 21 Shyam Sankar. 22 But ontology is like a data model. 23 It's a common operating picture of your data. 24 That's what you can use to standardize and make 25 sure everyone is speaking the same language when</p>	<p style="text-align: right;">Page 244</p> <p>1 ontology. So that's my understanding based on how 2 I know our software to operate. 3 The specifics of what their ontology 4 looked like or how that was integrated or 5 standardized, I would need to go back and pull up 6 some of the documents in Ms. Hildebrandt's 7 transcript. 8 Q. Were all of the customers in that 9 second set of cybersecurity customers -- actually, 10 strike that. 11 Did all of the customers in the second 12 set of cybersecurity customers use the same 13 ontology such that their data was standardized 14 across organizations? 15 A. Is your question did they each use the 16 same ontology as the other organization in this 17 list? 18 Q. Yes. 19 MR. FURSEVICH: Objection, outside the 20 scope of the 30(b)(6) notice. 21 A. I don't know that I've reviewed the 22 ontologies for each of these customers, so I'm not 23 sure that I can answer that with any certainty. 24 Q. Is it fair to say any time Palantir 25 does work for any customer there's some sort of</p>
<p style="text-align: right;">Page 243</p> <p>1 it comes to looking at your data model. 2 Q. So when you say that the companies in 3 the second list of the cybersecurity trade secrets 4 paragraph -- I'm talking about the [REDACTED] et 5 al., part of the answer. Are you with me? 6 A. I am, yes. The second set of 7 customers, yes. 8 Q. Yes. They used software or products 9 that allowed for that standardizing -- data 10 standardizing to occur. Is that a fair summary of 11 your testimony? 12 MR. FURSEVICH: Object to form. 13 A. I don't know if it's a fair summary, 14 but I do know that I believe they did use 15 Palantir's products which allowed for ontology and 16 had ontology, yes. 17 Q. Did they actually standardize -- use 18 that software -- strike all of that. 19 Did they actually use that software to 20 standardize their data? 21 A. My understanding of how an ontology 22 works is when the data is brought into the 23 platform it is mapped to an ontology. I'm not 24 sure that Palantir's software -- and in particular 25 as used by these customers -- was used without an</p>	<p style="text-align: right;">Page 245</p> <p>1 standardization process that would have to occur 2 with respect to that customer's data? 3 MR. FURSEVICH: Objection, outside the 4 scope of the 30(b)(6) notice. 5 A. Yeah, I don't know if I'm qualified 6 to -- like I don't know if I can answer that. I 7 can say that when the data is integrated it's 8 integrated in such a way that the customers using 9 it can make sense of it. Other than that I don't 10 know how to answer your question. 11 Q. I think you just did. 12 So Palantir, when performing work for a 13 customer, made sure that the data that is 14 integrated is in a useable format; fair? 15 A. Generally if data is integrated it 16 should be in a useable format. I think -- I don't 17 know that that means standardized the way you've 18 been describing it, but certainly it should be in 19 a useable format. 20 Q. Have all of these customers in the 21 second list had their data standardized or just 22 put into a useable format? 23 A. I don't know what you mean when you're 24 saying "standardized." With these customers -- 25 and, again, I didn't review the specifics of what</p>

CONFIDENTIAL

<p style="text-align: right;">Page 246</p> <p>1 the data looked like at each customer. In fact, 2 this is customer data we're talking about, so I 3 don't believe that I would have access to that. 4 When we have entities who use Palantir 5 software and they're integrating or we're 6 assisting them to integrate their data into the 7 software, in general they use an ontology, which 8 is a data model that makes sense of their data. 9 Now, whether or not each of these 10 customers use the exact same ontology, I don't 11 know that sitting here today without, I think, 12 probably reviewing specific details of the data 13 for each of these customers. 14 But I would also look to probably the 15 documents which may talk about the data that was 16 integrated and also may talk about the ontology 17 that was used, because I know there's -- and I 18 think this is what you were talking about with 19 [REDACTED]. 20 There's, you know, a common language -- 21 if you're going to be sharing data, it has to be 22 mapped to the same on ontology or at least similar 23 ontology so that it makes sense. I don't know 24 what each of the ontologies were for each of these 25 customers without reviewing in more detail how</p>	<p style="text-align: right;">Page 248</p> <p>1 Q. Have any actual or potential -- I'm 2 going to shift gears. 3 Have any actual or potential customers 4 used Palantir's cyber insurance trade secrets? 5 A. So, again, I don't think -- I think 6 there's a disconnect. There's -- customers can't 7 use Palantir's cyber insurance trade secrets. 8 Customers didn't use Palantir's cyber insurance 9 trade secrets. Palantir's -- Palantir's customers 10 would use Palantir's products that incorporated 11 the trade secrets. 12 For cyber insurance I don't believe we 13 had any customers using our software incorporating 14 cyber insurance trade secrets, no. 15 Q. When you say incorporating trade secret 16 into software, what do you mean by that? 17 A. When I'm saying that I'm saying the 18 trade secrets, such as the ones we reviewed, which 19 are methods and design concepts, weren't 20 independently used by our customers. Our 21 customers used our products; they don't -- they 22 didn't use a design concept. So our products 23 incorporated the design concepts that are at 24 issue. 25 Q. I guess I don't see how that's any</p>
<p style="text-align: right;">Page 247</p> <p>1 their setups were set forth. 2 Q. So you don't know if the ontologies for 3 these customers were configured such that sharing 4 were even possible? 5 A. No, I don't think that's an accurate 6 way of framing it because sharing doesn't depend 7 on the ontology configuration. 8 Q. Ontology is not necessary for sharing? 9 A. You can -- you can share data without 10 an ontology, absolutely, yes. 11 Q. So maybe a better way of saying it is 12 is an ontology necessary for useful sharing of 13 information? 14 MR. FURSEVICH: Objection, vague and 15 falls outside the scope of the 30(b)(6) 16 notice. 17 A. I don't think an ontology is necessary 18 for useful sharing of information. 19 Q. Have these customers converted their 20 data into a format that the other customers can 21 understand and glean insights from? 22 MR. FURSEVICH: Objection, falls 23 outside the scope of the 30(b)(6) notice. 24 A. I have not reviewed these customers' 25 data, so I can't speak to that.</p>	<p style="text-align: right;">Page 249</p> <p>1 different than using a design concept. Can you 2 help me with that? 3 A. I didn't understand -- 4 MR. FURSEVICH: Object, this is vague, 5 ambiguous, form, and outside the scope of the 6 30(b)(6) notice. 7 Q. So help me understand the difference 8 between using a design -- why is it incorrect to 9 say Palantir's customers used a design concept for 10 security sharing but correct to say Palantir's 11 customers used a piece of software that 12 implemented a design concept for security sharing? 13 MR. FURSEVICH: Objection, form. 14 A. So I think the accurate way of framing 15 it in this instance is that our customers used our 16 products, our software products. Our software 17 products for certain customers incorporated or 18 included the trade secrets, the design concepts 19 and methods and systems -- I can't remember all of 20 them -- that we've been looking at previously. 21 But how our software -- or how or 22 customers use the software is what -- the software 23 as configured for customers is what we were 24 providing. 25 And their usage of the software is how</p>

CONFIDENTIAL

<p style="text-align: right;">Page 250</p> <p>1 I think about it. I don't think about them as 2 just using a trade secret. That wasn't -- that 3 wasn't what we were providing them with. We were 4 providing them with software that incorporated our 5 trade secrets. 6 Q. So let's then with that understanding 7 now cycle back to the cybersecurity list of 8 customers in that second group. 9 A. Okay. 10 Q. Those customers used software that 11 incorporated Palantir's cybersecurity trade 12 secrets and other design concepts or other trade 13 secrets; is that fair? 14 A. I would say our software was not, as 15 used by those customers. My understanding is it 16 wasn't -- there was certainly other elements to 17 our software. 18 Q. So how did -- sorry. 19 A. No, I can stop there. 20 Q. So how did Palantir determine whether 21 these customers used the elements of the software 22 that are at issue in this case and that are the 23 trade secrets on the trade secret disclosure as 24 opposed to the other elements in the software that 25 are not on the trade secret disclosure?</p>	<p style="text-align: right;">Page 252</p> <p>1 these customers actually used the software; is 2 that fair? 3 MR. FURSEVICH: Objection, form, 4 outside the scope of the 30(b)(6) notice. 5 A. I mean, that's a pretty -- that's a 6 pretty broad statement. I think you could have 7 and I have seen license agreements that would tell 8 me the scope of how a customer is authorized to 9 use Palantir's products. 10 Now, did we audit them consistently on 11 a daily basis? Could they have used them in 12 additional ways? Perhaps. But I do think some of 13 that information is found in certain license 14 agreements. 15 Q. Sure. But I think the point I'm 16 getting at you touched on with the audit issue. 17 Setting aside noncontemplated uses of 18 the software, I'm focusing on a license agreement 19 says a customer can use a software that allows for 20 X and Y. Is there a way that Palantir can 21 determine with respect to that customer's usage 22 how much of X and how much of Y was actually being 23 used by the customer when the contract was up and 24 running? 25 MR. FURSEVICH: Okay. This is vague,</p>
<p style="text-align: right;">Page 251</p> <p>1 MR. FURSEVICH: Objection, form and 2 vague, and outside the scope of the 30(b)(6) 3 notice. 4 A. I'm not -- I'm not sure I understand 5 your question. What I -- what I would say is that 6 in the various license agreements that I reviewed 7 it would set forth information about, for example, 8 what the scope of their rights to use our software 9 involved. 10 And so there may be indications there, 11 for example, where they had a use case that was 12 directed to using our software for a particular 13 trade secret. 14 We may otherwise have that information 15 based on what we know the customer was using our 16 trade secret for -- or using our software for. I 17 apologize, I misspoke. And that could be in the 18 form of because we had implementation teams there, 19 and so we understand how the software was 20 configured for that particular customer. 21 That's -- I'm not sure if that answers 22 your question, but that's -- I think maybe that 23 answers what I thought your answer was, at least. 24 Q. So looking at the licensing agreement, 25 for example, wouldn't be able to tell you how</p>	<p style="text-align: right;">Page 253</p> <p>1 compound, and ambiguous, and outside the scope 2 of the 30(b)(6) notice, and an incomplete 3 hypothetical. 4 A. I'm sorry, I'm not sure I'm following 5 this one. 6 Q. Well, okay. Did Palantir audit any of 7 the customers on this list to determine how they 8 actually used Palantir's software? 9 A. Based on the evidence that I've seen, I 10 believe that we had at least certain employees who 11 were on site at various of these customers; or if 12 not on site, who were actively involved in either 13 performing services or supporting these customers. 14 I don't -- I don't recall us conducting 15 what I think of as a formal audit where we send 16 perhaps a third party on site and have them 17 account for every usage. 18 But we certainly -- as far as I've seen 19 based on the evidence I've reviewed -- were aware 20 of how these customers were using Palantir 21 software? 22 Q. And that is based on Palantir's 23 employees being on site or actively involved in 24 supporting the customers? Is that a fair summary? 25 A. My understanding is we had customer --</p>

CONFIDENTIAL

<p style="text-align: right;">Page 254</p> <p>1 or we had employees who were involved in these 2 deployments. And so I believe we had visibility 3 into how our customers were using the software. 4 Now, I didn't go through for each of 5 these and all of the time periods and confirm, 6 fact check that. So this is my personal knowledge 7 and then, based on the evidence that I did review, 8 I think that's the case. 9 Q. Have any actual or potential customers 10 of Palantir used Palantir's clinical trials trade 11 secrets? 12 MR. FURSEVICH: Objection, form, 13 outside the scope of the 30(b)(6) notice. 14 A. So, again, I don't know that customers 15 used the trade secrets. The customers used our 16 software, and our software incorporated or was 17 configured, you know, to reflect these design 18 concepts and methods. It incorporated our trade 19 secrets. 20 So the customers we have listed here 21 used our Palantir products, of which the trade 22 secrets in the health care space were a part. 23 Q. What customers were those? 24 A. For health insurance risk assessment 25 trade secret at issue, it was [REDACTED]</p>	<p style="text-align: right;">Page 256</p> <p>1 disclosure. What I do know is the software that 2 we provided to [REDACTED] -- 3 I'm sorry [REDACTED] -- I'm looking at the 4 page again -- incorporated the clinical trials 5 trade secrets and that it was used for the 6 patient -- I keep confusing them. 7 It's site selection and patient 8 recruitment are the two uses of the software, and 9 that incorporated our trade secrets. 10 Q. So the software had that capability, 11 but did [REDACTED] actually use that 12 capability? 13 A. So [REDACTED] used the Palantir 14 capabilities for patient recruitment. So that's 15 my understanding. This one I believe there's more 16 details in Ms. DeMeuse I believe's testimony on 17 this and maybe Mr. Ketterling, which I reviewed. 18 But they definitely used Palantir software for the 19 purpose of clinical trial optimization. 20 Q. My question is not about clinical trial 21 optimization broadly speaking. My question is did 22 [REDACTED] actually use Palantir software for 23 purpose of site selection or patient recruitment 24 into a clinical trial. 25 MR. FURSEVICH: Objection, asked and</p>
<p style="text-align: right;">Page 255</p> <p>1 [REDACTED]. And for the clinical 2 trials trade secrets it was [REDACTED], 3 [REDACTED] and [REDACTED] 4 Q. All right. With respect to 5 [REDACTED] which of the clinical trials 6 trade secrets has it actually used? 7 MR. FURSEVICH: Objection, form, 8 outside the scope of the 30(b)(6) notice. 9 A. So again I don't -- I don't know that 10 they used the trade secret. What they did was 11 used the software that incorporated the trade 12 secret, and I can tell you the manner in which 13 they used our software. 14 So at [REDACTED] as it relates to the 15 clinical trials trade secret, they used our 16 software for clinical trial optimization, which I 17 believe included was it patient -- patient 18 selection or site selection and patient 19 recruitment. 20 Q. Which trade secrets on the trade secret 21 disclosure does their -- does the software that 22 they used incorporate? 23 MR. FURSEVICH: Objection, form. 24 A. So I didn't go through and do a 25 comparison of the software with the trade secret</p>	<p style="text-align: right;">Page 257</p> <p>1 answered. 2 A. Yes, my understanding is they used 3 Palantir software for purposes of patient 4 recruitment and site selection for clinical 5 trials. 6 Q. And when did they use Palantir software 7 for those purposes? 8 A. I believe between 2013 and 2016. 9 Q. And to be clear, my question is not 10 about [REDACTED] general use of Palantir 11 software or even their use of Palantir software as 12 applied to clinical trial optimization but 13 specifically as to patient recruitment or site 14 selection. 15 Is it the same answer: 2013 and 2016? 16 A. I believe it's the same answer. I know 17 Lauren testified to this in her deposition. My 18 understanding is that that particular usage was 19 from 2013 to 2016 and that their clinical trial 20 optimization included both patient recruitment and 21 site selection. 22 But what I'm looking to here is both 23 the license agreement and Lauren's DeMeuse's 24 testimony. 25 Q. And did [REDACTED] use Palantir's</p>

65 (Pages 254 - 257)

CONFIDENTIAL

<p style="text-align: right;">Page 258</p> <p>1 software to determine a score reflecting a 2 particular person's suitability for a clinical 3 trial? 4 MR. FURSEVICH: Objection, outside the 5 scope of the 30(b)(6) notice. 6 A. The specific details of how they did 7 patient recruitment using Palantir software and 8 site selection, I know I reviewed those in 9 Ms. DeMeuse's transcript, potentially 10 Mr. Ketterling's as well, but certainly 11 Ms. DeMeuse's transcript. And I don't recall as I 12 sit here right now all of those details. 13 It was I think pretty complex and 14 fairly lengthy deposition. But that's what I'm 15 looking to for details of the site selection and 16 patient recruitment work, as well as the documents 17 that would be describing our work at [REDACTED] 18 And in particular I believe -- I 19 believe this was our work around use case two, but 20 I could be confusing numbers. 21 Q. So it's very clear what you looked at 22 in connection with this topic. But my question is 23 right now can you say whether [REDACTED] used 24 Palantir's software to determine a score 25 reflecting a particular person's suitability for a</p>	<p style="text-align: right;">Page 260</p> <p>1 As I'm sitting here, I don't recall any 2 inconsistencies or material inconsistencies for 3 this topic, but I'd be happy to take a look at 4 that time the deposition transcript if there's 5 anything specific. 6 Q. Is there a reason why you didn't call 7 Mr. Ketterling in connection with your preparation 8 for this topic? 9 MR. FURSEVICH: Objection. This is -- 10 I'll instruct the witness not to answer to the 11 extent her answer would reveal any attorney/ 12 client communication or attorney/client 13 advice. Also outside the scope of the 14 30(b)(6) topic. 15 Q. Are you following his instruction? 16 A. Oh, sorry, the question is why didn't I 17 call Mr. Ketterling in preparation for the 18 deposition? I honestly don't recall if I did or I 19 didn't. I don't believe that I did. But if 20 you're asking what was my thought process, I'm -- 21 I don't recall. 22 Q. Which clinical trial trade secrets did 23 [REDACTED] utilize in connection with its licensing 24 of Palantir software? 25 MR. FURSEVICH: Objection, form, lacks</p>
<p style="text-align: right;">Page 259</p> <p>1 clinical trial. 2 MR. FURSEVICH: Objection to the 3 argumentative commentary and the -- asked and 4 answered. 5 A. I did not memorize all of Ms. DeMeuse's 6 testimony. That is what I looked to. As you 7 note, that's pretty clear that that's what I was 8 reviewing and that's what I'm basing my testimony 9 on. 10 I did not memorize all of the specific 11 details of the work. I know the general manner, 12 and I know that more details are included in the 13 additional evidence that is on the record in this 14 case. 15 Q. In preparing for today's testimony, did 16 you notice any discrepancies in the recollections 17 that Mr. Ketterling had as compared to the 18 recollection that Ms. DeMeuse had? 19 A. On what topic? 20 Q. This topic, 35 -- or, sorry, 36. 21 A. Again, I don't remember all of the 22 testimony on this topic that they provided. I 23 think I mentioned I also spoke with Ms. DeMeuse, 24 and I've reviewed her deposition transcripts. So 25 I reviewed the one in Delaware as well.</p>	<p style="text-align: right;">Page 261</p> <p>1 foundation, and outside the scope of the 2 30(b)(6) notice. 3 A. [REDACTED] based on what I've seen, used 4 Palantir's software that contained the clinical 5 trials trade secrets for the purposes of patient 6 recruitment, is my understanding. 7 Q. And how did [REDACTED] use Palantir's 8 software for patient recruitment? 9 A. I spoke with -- who did I speak with 10 from [REDACTED] I believe I spoke with potentially 11 Andrew Girvin on this, and from my recollection 12 [REDACTED] was using Palantir software -- one of the 13 usages of Palantir software for determining 14 appropriate patient populations for different 15 clinical studies. 16 I don't recall all of the specifics of 17 their use case, but that is -- that is what I know 18 from my conversations with relevant individuals. 19 Q. With respect to [REDACTED] what 20 clinical trial trade secrets did [REDACTED] utilize in 21 connection with its licensing of Palantir 22 software? 23 A. So [REDACTED] used Palantir software that 24 contained the trade secrets -- the clinical trial 25 trade secrets, for I believe it was patient</p>

CONFIDENTIAL

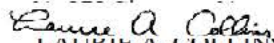
<p style="text-align: right;">Page 262</p> <p>1 recruitment.</p> <p>2 Q. And how did [REDACTED] utilize Palantir's</p> <p>3 software for patient recruitment?</p> <p>4 A. I believe that [REDACTED] was using Palantir</p> <p>5 software for patient recruitment at least at some</p> <p>6 period of time initially to understand patient</p> <p>7 populations that would be most suitable for</p> <p>8 clinical trials that [REDACTED] was undergoing,</p> <p>9 conducting.</p> <p>10 Q. And which of the clinical trial trade</p> <p>11 secrets did [REDACTED] utilize?</p> <p>12 MR. FURSEVICH: Objection, form, lacks</p> <p>13 foundation, and asked and answered.</p> <p>14 A. Again, I don't -- I don't believe [REDACTED]</p> <p>15 was using the trade secrets. [REDACTED] was using the</p> <p>16 software that Palantir provided that included the</p> <p>17 trade secrets for clinical trials that are at</p> <p>18 issue in this case.</p> <p>19 And the way that they were using that</p> <p>20 software was for patient recruitment, which</p> <p>21 involved understanding patients that would be most</p> <p>22 suitable for certain trials.</p> <p>23 Q. But by number which of the clinical</p> <p>24 trial trade secrets were incorporated in the</p> <p>25 software used by [REDACTED]</p>	<p style="text-align: right;">Page 264</p> <p>1 information on [REDACTED]</p> <p>2 Q. And for [REDACTED] did you speak</p> <p>3 to anyone other than Ms. DeMeuse?</p> <p>4 A. I don't -- I don't recall if I spoke to</p> <p>5 anyone else besides Ms. DeMeuse in preparation for</p> <p>6 this deposition.</p> <p>7 Q. During your conversations with</p> <p>8 Mr. Girvin and Mr. Elser, I take it you did not</p> <p>9 ask them which of the numbered trade secrets were</p> <p>10 used by either [REDACTED] or [REDACTED]</p> <p>11 A. I do not --</p> <p>12 MR. FURSEVICH: Objection to form.</p> <p>13 A. I did not ask them -- I did not go</p> <p>14 through the trade secret disclosure statement and</p> <p>15 ask them which numbers were used by which</p> <p>16 customers, in preparation for this deposition.</p> <p>17 Q. And with respect to Palantir's health</p> <p>18 insurance risk assessment trade secrets, have any</p> <p>19 actual or potential customers used Palantir's</p> <p>20 health insurance risk assessment trade secrets?</p> <p>21 MR. FURSEVICH: Objection, lacks</p> <p>22 foundation, vague, form, outside the scope of</p> <p>23 the 30(b)(6) notice.</p> <p>24 A. So for Palantir's health insurance risk</p> <p>25 assessment trade secret, there are customers who</p>
<p style="text-align: right;">Page 263</p> <p>1 MR. FURSEVICH: Objection, form, and</p> <p>2 outside the scope of the 30(b)(6) notice.</p> <p>3 A. I did not do an analysis comparing</p> <p>4 Palantir's software with the trade secret</p> <p>5 disclosure in preparation for this deposition.</p> <p>6 Q. And for [REDACTED] which of the numbered</p> <p>7 trade secrets were incorporated into [REDACTED]</p> <p>8 software?</p> <p>9 A. I did not do comparison of the Palantir</p> <p>10 software that was provided to [REDACTED] to the</p> <p>11 trade secret disclosure statement that we've been</p> <p>12 talking about.</p> <p>13 Q. Did you talk to anyone at Palantir with</p> <p>14 respect to the work for [REDACTED]</p> <p>15 MR. FURSEVICH: Objection, asked and</p> <p>16 answered.</p> <p>17 A. I did. I believe I spoke with Andrew</p> <p>18 Girvin. I may be confusing deployments, but I</p> <p>19 know I spoke with Andrew Girvin. I believe he</p> <p>20 provided information on [REDACTED] And I have some</p> <p>21 personal knowledge on [REDACTED] as well.</p> <p>22 Q. And did you talk to anyone at Palantir</p> <p>23 with respect to the work for [REDACTED]</p> <p>24 A. Yes, for [REDACTED] I spoke with Jeremy</p> <p>25 Elser. Andrew might have also provided some</p>	<p style="text-align: right;">Page 265</p> <p>1 used the software that incorporated that trade</p> <p>2 secret.</p> <p>3 Q. And who are those customers?</p> <p>4 A. Those customers are [REDACTED]</p> <p>5 [REDACTED] and [REDACTED].</p> <p>6 Q. And how did they use the health</p> <p>7 insurance risk assessment trade secrets? Let's</p> <p>8 start with [REDACTED].</p> <p>9 A. [REDACTED] Okay. Based on what I've --</p> <p>10 based on the evidence I've seen, [REDACTED] used the</p> <p>11 trade secret -- I'm sorry [REDACTED] used the</p> <p>12 products. [REDACTED] used the products for the</p> <p>13 purpose of identifying gaps in patient care. And</p> <p>14 this was for [REDACTED]'s patient population.</p> <p>15 Q. Did [REDACTED] use the product to calculate</p> <p>16 an individual's likely cost to insure?</p> <p>17 A. I don't -- I don't recall seeing</p> <p>18 evidence about [REDACTED] using the product to</p> <p>19 calculate individual insurance cost. But I don't</p> <p>20 remember all of the specific details. I don't</p> <p>21 remember all of the specific details for that one.</p> <p>22 I believe -- I believe I reviewed</p> <p>23 Mr. Ketterling's deposition transcript for that</p> <p>24 one, possibly Ms. DeMeuse as well.</p> <p>25 Q. Did [REDACTED] in connection with its use</p>

67 (Pages 262 - 265)

CONFIDENTIAL

<p style="text-align: right;">Page 266</p> <p>1 of Palantir's health insurance risk assessment</p> <p>2 trade secret, ever use Palantir's software to</p> <p>3 calculate a score that represented a person's</p> <p>4 likely cost to insure?</p> <p>5 A. Based on the evidence I've reviewed,</p> <p>6 I'm not sure if they ever used a score for that</p> <p>7 purpose. I believe there were more details on</p> <p>8 this in the deposition transcripts I've referenced</p> <p>9 as well as likely the other documents on this</p> <p>10 deployment. I just don't recall that level of</p> <p>11 detail as I sit here right now.</p> <p>12 Q. And for [REDACTED]</p> <p>13 [REDACTED], how did they use the health insurance</p> <p>14 risk assessment trade secret?</p> <p>15 A. [REDACTED] I</p> <p>16 believe was using the Palantir products that they</p> <p>17 licensed, which incorporated the trade secret, for</p> <p>18 purpose of understanding cost associated with --</p> <p>19 or rather risk associated with different</p> <p>20 individuals and then being able to target</p> <p>21 marketing based on those risk assessments.</p> <p>22 And the reason cost comes to mind is</p> <p>23 because this was I think during the time of</p> <p>24 ObamaCare where it was getting perhaps more</p> <p>25 expensive to insure different populations. So I</p>	<p style="text-align: right;">Page 268</p> <p>1 With respect to [REDACTED]</p> <p>2 [REDACTED] did they ever use Palantir software to</p> <p>3 calculate a score that represented a person's look</p> <p>4 lie cost to insure?</p> <p>5 MR. FURSEVICH: Objection to form.</p> <p>6 A. My -- based on what I've reviewed, the</p> <p>7 usage of our software by [REDACTED]</p> <p>8 [REDACTED] did involve analyzing risk around</p> <p>9 individuals and risk being associated obviously</p> <p>10 with costs. If there was larger health risk,</p> <p>11 there is potential increased likelihood of cost.</p> <p>12 In terms of the details as to scores, I</p> <p>13 don't remember that level of detail. As I sit</p> <p>14 here right now -- and I know you don't want to</p> <p>15 hear what I reviewed, but I know that what I</p> <p>16 looked to for that level of detail, because that's</p> <p>17 where it was provided, was Lauren DeMeuse's</p> <p>18 testimony as well as some of the documents.</p> <p>19 Q. Have any actual or potential customers</p> <p>20 used software that incorporated Palantir's natural</p> <p>21 resources exploration trade secrets?</p> <p>22 A. Yes.</p> <p>23 Q. Who?</p> <p>24 A. BP.</p> <p>25 Q. And what did BP use Palantir's natural</p>
<p style="text-align: right;">Page 267</p> <p>1 recall that was the work that was done with Blue</p> <p>2 [REDACTED]</p> <p>3 Q. And did the work done for [REDACTED]</p> <p>4 [REDACTED] involve calculating a</p> <p>5 specific person's likely cost to insure?</p> <p>6 A. I believe that the work done with [REDACTED]</p> <p>7 [REDACTED] it involved individual</p> <p>8 risks as a metric for who to target for insurance.</p> <p>9 I don't recall if it was cost specifically,</p> <p>10 although it I think logically makes sense there.</p> <p>11 But I don't recall that as I sit here right now.</p> <p>12 For [REDACTED] I</p> <p>13 think I was also looking to the details that are</p> <p>14 present in I want to say Lauren DeMeuse's</p> <p>15 testimony. Also I spoke with Ajay Sudan.</p> <p>16 Q. I'm not asking who you talked to; I'm</p> <p>17 asking for what the work was. I think you've</p> <p>18 answered that.</p> <p>19 With respect to [REDACTED]</p> <p>20 [REDACTED] did they use Palantir software to ever</p> <p>21 calculate a person's score as it related to their</p> <p>22 likely cost to insure?</p> <p>23 MR. FURSEVICH: Objection, vague and</p> <p>24 form.</p> <p>25 Q. Withdraw. I'll rephrase.</p>	<p style="text-align: right;">Page 269</p> <p>1 resources trade secrets to do?</p> <p>2 A. So BP used Palantir software that</p> <p>3 incorporated the natural resources trade secrets</p> <p>4 for exploration, development, I believe perhaps</p> <p>5 research, and also production of natural</p> <p>6 resources.</p> <p>7 Q. Which of the numbered trade secrets in</p> <p>8 the trade secret disclosure did BP utilize in</p> <p>9 connection with its licensing of Palantir</p> <p>10 software?</p> <p>11 A. So again I don't think BP utilized the</p> <p>12 trade secrets. BP utilized Palantir's software.</p> <p>13 If you're asking for an analysis of which of the</p> <p>14 trade secrets or where they were contained in</p> <p>15 Palantir's software, I didn't perform that</p> <p>16 analysis for purposes of this deposition.</p> <p>17 Q. So you can't say, for example, which</p> <p>18 data sources BP utilized in connection with the</p> <p>19 natural resources trade secrets?</p> <p>20 MR. FURSEVICH: Objection -- sorry,</p> <p>21 objection, form, and outside the scope of the</p> <p>22 30(b)(6) notice.</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

CONFIDENTIAL

<p style="text-align: right;">Page 270</p> <p>8 [REDACTED] 9 [REDACTED] 10 [REDACTED] 11 [REDACTED] 12 [REDACTED] 13 [REDACTED] 14 [REDACTED] 15 [REDACTED] 16 [REDACTED] 17 Those are -- those are the ones that 18 come to mind as I sit here, but, again, I believe 19 that we've produced a number of documents that 20 detail pretty extensively the work that we did 21 with BP. 22 MR. FURSEVICH: Can I get a run time, 23 please, from the videographer? 24 MR. WOHLGEMUTH: Let's go off the 25 record if you want to do that. 26 THE VIDEOGRAPHER: All right. The time 27 is 4:18. We're off the record. 28 (Discussion off the record.) 29 THE VIDEOGRAPHER: The time is 4:19. 30 We're on the record. 31 MR. WOHLGEMUTH: All right. While we 32 were off the record, the videographer read the 33 run time, which was I think just over six 34 hours. Yegor declared there would be no</p>	<p style="text-align: right;">Page 272</p> <p>1 THE VIDEOGRAPHER: Counsel, if there 2 are no further questions, stipulations, or 3 objections, I will conclude the video 4 recording for today. 5 The time -- here ends media unit number 6 6. This concludes the video recorded virtual 7 remote 30(b)(6) deposition of Laura Personick 8 taken by the defendant on Wednesday, February 9 23, 2022. The time is 4:20 p.m. Pacific 10 standard time, and we are going off the 11 record. 12 (Time noted: 4:20 p.m.) 13 14 15 16 LAURA PERSONICK 17 18 Subscribed and sworn to before me 19 this ____ day of _____, 2022. 20 21 22 23 Notary Public 24 25</p>
<p style="text-align: right;">Page 271</p> <p>1 additional questions. So that's it for today, 2 subject to any redirect and subject to any 3 further orders of the court. 4 Thanks, Ms. Personick, and to everyone 5 else. 6 MR. FURSEVICH: No further questions 7 from me. I'm designating the transcript as 8 confidential under the protective order. 9 Thank you. 10 (Continued on following page.) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 273</p> <p>1 C E R T I F I C A T E 2 STATE OF NEW YORK) 3 : ss. 4 COUNTY OF NEW YORK) 5 6 I, LAURIE A. COLLINS, a Registered 7 Professional Reporter and Notary Public 8 within and for the State of New York, do 9 hereby certify: 10 That LAURA PERSONICK, the witness 11 whose deposition is hereinbefore set forth, 12 was duly sworn by me and that such 13 deposition is a true record of the 14 testimony given by the witness. 15 I further certify that I am not 16 related to any of the parties to this 17 action by blood or marriage and that I am 18 in no way interested in the outcome of this 19 matter. 20 IN WITNESS WHEREOF, I have hereunto 21 set my hand this 26th day of February 2022. 22 23 24 25</p> <p style="text-align: right;">  LAURIE A. COLLINS, RPR </p>

CONFIDENTIAL

Page 274		Page 276	
1	----- I N D E X -----	1	** ERRATA SHEET **
2		2	CASE: PALANTIR vs. ABRAMOWITZ
3	WITNESS: EXAMINATION BY: PAGE		DEPOSITION DATE: 2/23/2022
4	Laura Personick Mr. Wohlgemuth 4	3	DEPONENT: LAURA PERSONICK
5		4	PAGE LINE(S) CHANGE REASON
6	----- EXHIBITS -----	5	
7	NO. DESCRIPTION PAGE	6	
8		7	
9	Exhibit 334, Palantir's amended 37	8	
10	responses and objections to Plaintiff	9	
11	KT4 Partners' fourth set of	10	
12	interrogatories	11	
13	Exhibit 335, e-mail dated April 2015 42	12	
14	from Abramowitz to Hood	13	
15	Exhibit 336, Palantir's responses and 57	14	
16	objections to Defendant Marc	15	
17	Abramowitz's fourth set of	16	
18	interrogatories	17	
19	Exhibit 337, Palantir's supplemental 63	18	
20	privilege withhold log	19	
21	Exhibit 338, e-mails 81	20	
22	Exhibit 339, e-mails 86	21	_____ LAURA PERSONICK
23	Exhibit 340, e-mails 91	22	SUBSCRIBED AND SWORN TO BEFORE ME
24	Exhibit 341, Palantir's fifth amended 201	23	THIS ____ DAY OF _____, 20__.
25	responses and objections to Defendant	24	
		25	_____ (NOTARY PUBLIC) MY COMMISSION EXPIRES:
Page 275			
1	Marc Abramowitz's first set of		
2	interrogatories		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

CONFIDENTIAL

[& - 30]

Page 1

&	2	80:24 81:11,16,20	15:19 17:13 18:13
& 2:11	2 58:8 224:21	81:25 82:14 83:1	19:14,23 20:21
0	226:8 227:1	83:1,3 86:16,18	21:7 22:23 23:7
06879 1:8 3:11	2/23/2022 276:2	89:1,9,12 91:24	25:24 26:20 27:5
1	20 149:12 276:23	92:2 143:12 144:3	30:9 37:17 39:25
1 58:13 101:16,16	20005 2:14	274:13	40:20 41:21 44:14
103:23,24 104:5,6	201 274:24	2016 16:21,23 17:2	44:24 45:19 46:14
143:11 144:3	2013 101:16	18:20 42:16,18	46:25 47:19 48:8
205:21 209:25	103:24 104:5	46:8,23 47:2,7	48:16 49:4,25
228:5	107:23 143:11	48:5,25 50:6,13	55:19 56:15 59:2
10 61:18 148:25	144:3 257:8,15,19	97:11 98:9,16,24	60:1,1,15 67:3
10/25/2021 64:4	2014 6:9,11 15:13	99:14 101:16	73:7 77:1 78:18
10:06 55:7,9	17:9 18:3,11	103:24 104:6	85:8,17 87:20
10:16 55:9,10	19:10,20 20:7	153:9,18,20,25	88:2,8,12 89:4
10:56 86:4,6	22:7 23:25 25:9	154:4,13 203:1	92:11 94:25 95:8
11 101:5 105:6	28:5,23 29:9,24	257:8,15,19	95:22 96:3,18
11:06 86:6,7	32:4,5 34:6 35:1	2017 18:23	117:10 118:4,15
12 120:18	36:12 38:25 51:22	2018 18:25	132:2,8,25 135:10
12:29 147:18,20	52:5,21 55:2,15	2019 19:2	135:15,20 137:6
12th 51:22 52:5,21	56:2,13 57:2,6	2019.210 207:12	137:22 138:18,24
55:2,15 56:2,13	58:13 64:17 66:6	2019.210. 204:23	142:21 149:1,13
57:2,6 119:2,3,9	66:14 69:18 73:18	2022 1:15 3:15	151:12,18 156:1
119:11 120:2,11	73:20,22 75:22	272:9,19 273:21	181:23 182:17,24
121:2,6,18 122:11	77:19 98:9,23	22nd 71:5	183:9,20 187:1
122:22 123:3	119:2,3,9,11 120:3	23 1:15 157:3	191:19 192:5,17
124:13,20,24	120:11 121:2,6,18	272:9	193:22 195:1
125:5 126:3,6,15	122:11,22 123:3	23rd 3:14 64:17	196:25 197:4
127:19 128:7,8,16	124:13,20,24	66:6,10 70:25	203:24 205:11
129:3 155:10,12	125:5 126:3,6,16	83:2 97:11	207:4 210:23
155:25	127:19 128:7,8,13	26 38:23	211:17 212:10
15 61:18 148:25	128:16 129:3	26th 273:21	213:1,13 214:11
149:11,11	155:10,12,25	271 38:9	215:24 217:7
17 140:23	203:1	2731 37:21	221:11 225:2
17th 95:5	2014/2015 15:15	2:05 193:11,13	226:13 227:16
19 3:11 70:22	18:18 184:17	2:14 193:13,14	232:6 233:8 234:5
1:03 148:2,3	2015 15:13 17:6,8	3	235:4 239:21
1st 98:9,24 107:23	42:20 43:2 58:13	3 221:21,24,25	241:2 244:20
142:10 153:24	67:6 69:5,6,19	222:6,24 223:9	245:4 247:15,23
	70:25 71:5 72:15	224:4	249:6 251:2 252:4
	72:19 73:14 79:14	30 1:21 12:18 13:4	253:2 254:13
	80:12,13,14,15,16	13:18 14:9,21	255:8 258:5

CONFIDENTIAL

[30 - abramowitz]

Page 2

260:14 261:2 263:2 264:23 269:22 272:7 31 38:10,17 41:10 41:14 73:14 334 37:3,5 38:1 41:11,14 274:9 335 42:19,20 43:1 45:6,17 274:13 336 57:10,11 60:12 155:23 274:15 337 63:21,22 64:1 274:19 338 81:3,4,9 83:6 84:13 85:15 274:21 339 86:10,11 274:22 340 91:17,18,20 274:23 341 201:17,18,24 229:6,13 238:8,8 274:24 35 259:20 36 235:17 259:20 37 274:9 3:15 236:24 237:1 3:29 237:1,2	5 5 58:13,18 60:11 144:3 216:22,23 5-3 64:13 523 2:6 53 64:13,16 57 67:4,4,10 274:15 5:19 1:8 5th 143:11	201:12 202:5 203:24 205:11 207:4 210:23 211:17 212:10 213:1,13 214:11 215:5,14,15,24 217:7 221:11 225:2 226:13 227:16 232:6 233:8 234:5 235:4 235:16 239:21 241:2 244:20 245:4 247:15,23 249:6 251:2 252:4 253:2 254:13 255:8 258:5 260:14 261:2 263:2 264:23 269:22 272:6,7 60 149:14 63 274:19 69 204:16 207:1,7 6th 2:6	9 90014 2:7 91 274:23 99 10:2,5 11:25 62:21 9:02 1:16 3:15
	6 6 1:21 12:18 13:4 13:18 14:9,21 15:19 17:13 18:13 19:14,23 20:21 21:7 22:23 23:7 25:24 26:20 27:5 30:9 37:17 39:25 40:20 41:21 44:14 44:24 45:19 46:14 46:25 47:19 48:8 48:16 49:4,25 55:19 56:15 59:2 60:1,1,15 67:3 73:7 77:1 78:18 85:8,17 87:20 88:2,8,12 89:4 92:11 94:25 95:8 95:22 96:3,18 117:10 118:4,15 132:2,8,25 135:10 135:15,20 137:6 137:22 138:18,24 142:21 151:12,18 156:1 181:23 182:17,24 183:9 183:20 187:1 191:19 192:5,17 193:22 195:1 196:25 197:4	227:16 232:6 233:8 234:5 235:4 235:16 239:21 241:2 244:20 245:4 247:15,23 249:6 251:2 252:4 253:2 254:13 255:8 258:5 260:14 261:2 263:2 264:23 269:22 272:6,7 60 149:14 63 274:19 69 204:16 207:1,7 6th 2:6	a a.m. 1:16 3:15 abilities 230:6 ability 130:15,21 197:18,25 217:17 233:25 able 53:20 122:3,5 134:17 183:3 186:18 195:6 201:8 203:7 209:21 220:14 251:25 266:20 abramowitz 1:9 2:12 3:10 4:18 9:13,17 12:16,25 13:16 14:7,19 15:24 16:24 17:3 17:5 35:4,6,11,12 37:13 38:25 39:13 39:19 40:14,22 41:16 42:21 43:2 43:9 44:10,11,20 45:5,16 46:6,17 47:2,16 49:2,12,18 50:8 51:21 52:12 52:23 53:3,7,15,16 56:7,20 57:1,22 59:22 64:20,25 66:15 69:9 70:7 70:11,13 71:8,10 72:21,24 73:13,24 74:6,9,18,25 75:12 75:20 76:10,14,23 77:6,13,18,20
4 4 51:12 58:1,2,2,5 220:19,20,21 221:7 274:4 400 2:6 42 274:13 4878 273:23 4:18 270:18 4:19 270:20 4:20 272:9,12		7 7 202:4 215:6,7,10 71 70:19,20 71:1,2 71:3 72 70:19 71:1,3 725 2:13 7th 67:6 81:11,16 81:20	
		8 8 209:25 210:21 212:24 229:13 238:10 81 274:21 86 274:22	

CONFIDENTIAL

[abramowitz - advisor]

Page 3

78:23 79:5,17 80:1,18,25 81:15 81:19,25 82:9,16 84:18 86:15,18 87:4,14 88:23 92:4 97:6,13 98:2 98:10,14,25 99:5 99:10,12,15,20 100:4,7,18 101:14 101:20 102:1,23 102:25 103:9,12 103:18 104:7,11 104:15,17 105:3 105:10,16,20,22 106:2,13,15,20,22 107:1,5,7,11 108:1 108:3,17,23 109:3 109:5,10,12,18,23 110:6,12,18,20,22 110:23 111:3 112:1,11 113:4,7 114:18 115:8 116:3,4,8,14 117:1 117:7,14,24 118:1 118:8,12,18,25 119:10,22 120:2 120:10,15 121:3,7 121:12,18 122:8 122:10,20 123:1,6 124:3,10,19,23 126:2,5,18,20,24 127:5,17,23 128:11,15,19 129:2 130:15,18 131:25 132:10,18 132:20 133:6,12 134:2,5,15,23 135:7,16 136:12 136:20,23 137:2,4 137:14,20 138:1,8 139:7,13,17 140:6	140:13 141:1,5,7 141:10,13,17,21 142:1,3,6,17 143:1 143:9,22,24 144:4 144:10,20 145:1,5 145:9 146:9,14,23 147:5,9,12 149:21 150:15 151:2 152:15 153:5,11 153:14 154:5,14 154:22,25 155:11 155:24 156:2,9,12 156:15,18,20 193:18 274:14 276:2 abramowitz's 23:16 30:24 31:3 31:20 32:4,15 33:7,14 34:19 36:10 40:7 42:8 42:12 44:6 53:19 53:25 54:4,9,10,15 57:12,18 58:12 65:8,13 66:5 68:5 69:4,12,25 71:16 72:16 73:4,9,19 78:15 80:3,11 88:11 89:20 90:5 90:15 92:8,15,25 93:25 111:23 132:23 146:17 150:11 201:20 202:1,5 215:9 274:17 275:1 absolutely 131:21 247:10 abstract 168:22 170:2 177:6 access 59:21 72:23 77:25 78:3 94:25 103:14 105:18	141:23 143:24 150:22 152:18 163:4 165:19 171:25 173:5,7,9 173:10,13,15,22 173:22,23 174:18 180:7 186:17,20 188:3 225:20 226:3 227:8 230:23 240:11 246:3 accessible 143:14 account 196:17 253:17 accuracy 33:10 accurate 33:8 233:16 235:6 247:5 249:14 accurately 4:21 acoustic 270:3 act 47:5 130:19 133:12 134:15 acting 108:5 123:7 action 38:6 85:14 146:9,13,22 147:5 147:12 154:20 273:17 actions 98:8 146:18 147:9 actively 253:12,23 activities 73:12 74:3,10 75:21 77:13,22 80:11 90:16 92:25 93:1 99:2,9 108:6 118:2,10,13 137:15 150:3,12 150:17 221:4 activity 217:1 acts 48:4 49:1 50:7 50:7	actual 30:24 159:24 163:18,20 183:11 193:19 200:22 203:13 210:10 242:11 248:1,3 254:9 264:19 268:19 ad 205:15 208:24 adam 65:22,24,25 66:2 addition 213:18 216:18 218:3 additional 53:9,11 69:24 70:2 77:11 80:9 90:9 110:19 133:15 141:12 145:18,21 151:7,8 166:10,14,21 167:2 191:1 195:21 214:5 215:2 218:17,21 220:18 226:19 252:12 259:13 270:6 271:1 address 62:25 67:8 addressed 84:10 addresses 64:18 64:24 220:25 adjust 181:7 188:17 adjusted 165:16 165:17 172:5 administrators 211:12 advance 35:13 advice 68:4 71:14 71:16 260:13 advisor 118:21 133:14 136:21 142:4
--	---	---	---

CONFIDENTIAL

[afternoon - answers]





Page 4

afternoon 3:1	252:18 257:23	226:22 241:25	39:18 41:18,22
agacki 65:4,6,7	agreements 13:24	allowed 165:22	47:21,23,24 48:10
ago 42:1 45:23	103:22 106:25	198:6 227:24	48:17 50:20,22,23
91:15	116:22 151:23	243:9,15	50:25 51:1 52:5
agreed 3:25 10:20	157:5,17,19 158:4	allows 53:11	59:5 60:8 62:17
22:25 28:10 73:16	158:9 160:16	252:19	65:16,16 68:21,21
97:16 98:2 101:9	170:16 171:13,16	ambiguous 19:22	69:1 72:5,5 77:5
103:1,12 104:18	182:2 183:3	22:10 25:25 26:19	77:23 84:2,2
105:7,22 108:1	184:17 188:20	168:12,21 169:9	85:11,22 97:17
109:5 120:19	191:8 193:5 196:6	169:16 174:14	98:3,5 100:16
132:15 133:21	203:5,11,15	188:9 192:18	110:4 111:15
157:10,12 189:23	204:10 213:4,19	249:5 253:1	120:21 135:14
191:4 198:22	213:24 214:23	amended 37:5	137:17 139:20,21
agreeing 106:23	231:10 251:6	38:1 201:18,25	143:11 146:20
agreement 23:4,14	252:7,14	204:21 274:9,24	164:5 167:9
23:20 28:16,20	agrees 102:15		168:23 169:18,20
51:15,18 59:3	ahead 13:3 52:10		180:13 183:4,22
60:16 100:8,9	55:21 59:5 114:4	american 201:6	183:25 184:14
101:1,25 102:7,12	169:18 196:19	229:10	191:25 204:1
102:13,14,18,22	208:3		208:3 209:9 225:5
102:23,25 103:8	airlines 185:25	aml 176:23	235:12 240:13
103:10,20,23	186:2,4	amount 40:24	243:5 244:23
104:1,11 105:16	ajay 267:15	179:18 180:15	245:6,10 251:23
105:17 106:12	akash 88:22 91:22	184:11 189:6	257:15,16 260:10
107:7,22 108:6	91:25	amy 171:5	260:11 269:24
110:14 111:3	aki 88:17,21,21	analysis 54:14	answered 25:12
112:12 114:8,24	89:23 90:7,14	104:24 205:17	28:25 100:22
116:4,17 118:7,18	91:11	216:11 221:13	101:23 104:9
150:8,11,14,19,20	al 3:10 57:22	232:7,15 263:3	105:5,12 110:10
150:25 152:2,11	243:5	269:13,16	113:18 114:3
152:15,20,24	alex 32:20 67:14	analyst 211:15	120:5 145:25
159:23 171:19	73:25 91:23 92:1	analyzed 218:14	154:7,11 211:18
181:14 182:12	148:20	analyzing 217:8	213:13 215:25
189:15 200:13	alleged 47:15 48:3	268:8	219:24 224:6
206:16,17,20	49:1 50:7,7 98:11	andrew 261:11	225:3 257:1 259:4
210:17 213:11	98:25 101:14	263:17,19,25	262:13 263:16
214:19 216:5,15	allegedly 46:6	angeles 2:7	267:18
216:18 217:21	49:13,19	answer 13:3 20:16	answers 7:24 8:4
218:1,4 219:23	alliance 208:22	20:18 23:12,22,22	37:11 68:11 163:7
220:12 224:12	210:14 211:5,6,21	25:17 26:4,15	251:21,23
232:13 251:24	214:14 221:18	31:22,23 38:22	

CONFIDENTIAL

[anti - attributable]

Page 5

anti 173:18 176:4 176:6 anticipated 150:9 apologies 173:22 apologize 87:17 111:18 120:24 123:24 223:17 228:16 251:17 appearance 4:21 appearances 3:23 appearing 2:2 3:5 4:17 appears 43:12 81:21 93:16 apple 43:3,13 application 31:3 32:7,8,10,15,22 33:7,14 34:5,19,23 35:3,7,12,14,19 36:2,4,10,19,25 37:13,15,20 40:25 41:2 46:18 66:16 68:6 69:10,12 70:1,8,11,14 71:17 72:22,23 73:1,4,9 97:13 167:19 applications 5:12 30:25 31:6,20 32:4 38:19 39:2 39:21 40:8,15 41:13 42:8,12 47:12,14 48:5,23 48:24 49:21 50:5 50:12 65:8,14 66:5 69:4,17 70:4 72:17 153:18 154:13,19 193:18 applied 136:11 185:19 257:12 apply 195:10	appreciate 100:23 136:6 241:6 appreciated 109:6 141:7 apprised 75:20 76:1 approach 184:16 187:14 188:5 appropriate 176:18 183:16 233:10 261:14 approximately 3:15 202:9 april 42:20 43:2 274:13 architectural 239:23 240:10 area 195:10,11,12 argumentative 16:12 40:20 41:20 54:2 95:7 100:21 102:6 103:4 145:25 207:24 208:10 219:25 222:12 259:3     arranged 39:13 arrangement 183:6 arrived 63:20 article 43:12 44:21 ashley 65:4,6,7,21 aside 15:13 45:24 48:4,22,24 49:21 50:4 59:23 60:23 90:12 141:9 148:17 154:24	186:23 213:24 217:24 219:22,23 242:13 252:17 asked 25:11 28:24 35:2 41:1 49:11 76:18 99:15 100:9 100:22 101:22 104:8 105:4,11 108:18 110:9 113:7,17 114:3 120:4 140:8 145:25 152:24 154:7,10 211:18 213:12 215:24 219:24 224:5 225:3 237:6 256:25 259:3 262:13 263:15 asking 10:25 11:1 13:13 40:1 50:14 52:25 53:9 54:4 62:4 110:13 114:22 130:5 137:12 158:20 159:18 161:15 164:8 220:10,16 225:10 235:24 236:13 239:2 241:4 260:20 267:16,17 269:13 aspect 49:14,20 155:8 186:19 assault 43:4 44:22 assessment 194:15 194:18,18 195:2 254:24 264:18,20 264:25 265:7 266:1,14 assessments 194:13,20,24 195:4 266:21	assist 133:14 assistant 62:19 assistants 11:16 11:17,19 assisting 246:6 associated 59:24 64:18 94:16 123:9 124:4 266:18,19 268:9 association 3:18 3:21 assume 10:6 186:9 222:8 assumed 134:7 attachment 71:13 attack 211:10 214:8 215:10,16 attacks 215:19 attempt 10:15 63:11 attempted 88:25 89:11 attend 131:1 141:17 attendees 2:2 attending 141:22 attention 149:19 153:3 211:15 238:7 attorney 23:23 31:23 47:21,25 50:19 51:2 61:25 62:18 65:17 67:19 67:20 68:22 72:3 84:3 97:8 98:6 139:22 153:8 154:3 260:11,12 attorneys 2:5,12 23:16,17 attributable 157:7
---	--	---	---

CONFIDENTIAL

[attribute - bates]

Page 6

attribute 191:15	144:4 146:10,16	207:4 210:23	41:3,23 42:10
audit 252:10,16	151:5,9,11 152:6	211:17 212:10	50:18 51:23 52:16
253:6,15	152:10 153:8,13	213:1,13 214:11	54:9 60:5 66:19
august 16:21,23	153:25 154:1,14	215:24 217:7	66:21 69:6 72:18
17:2 42:15,18	155:11,13 156:2	221:11 225:2	75:14 76:10 79:21
46:8,23 47:2,6	159:3,6 170:15	226:13 227:16	90:11 91:1 99:20
48:5,25 50:6,12	188:25 193:24	232:6 233:8 234:5	119:18 121:10
98:16 99:14 153:9	194:21 196:23	235:4 239:21	135:4 141:20
153:18,20 154:4	197:1 206:21	241:2 244:20	144:15 146:11,15
154:13	253:19	245:4 247:15,23	146:17 147:1,6
authority 130:19	b	249:6 251:2 252:4	149:24 153:12
133:6,12,18 139:7	b 1:21 12:18 13:4	253:2 254:13	155:2 156:4 158:6
139:14,17 140:6	13:18 14:9,21	255:8 258:5	172:5 177:12
authorized 133:19	15:19 17:13 18:13	260:14 261:2	184:2 187:2
134:3,15 252:8	19:14,23 20:21	263:2 264:23	188:16 189:23
automatic 209:1	21:7 22:23 23:7	269:22 272:7	190:20 191:5,10
227:6,12	25:24 26:20 27:5	babin 7:6 8:17,20	195:3 198:5 201:4
automatically	30:9 37:17 39:25	8:21 171:3	208:16 211:1
211:12 220:23	40:20 41:21 44:14	back 35:16,24	213:2 219:10
238:24	44:24 45:19 46:14	77:21 83:5 122:24	221:15 223:10
available 114:10	46:25 47:19 48:8	124:15 125:22	224:10,23 227:22
115:4 143:4	48:16 49:4,25	126:21 128:22	229:22 230:13
159:15 165:13	55:19 56:15 59:2	137:11 143:18	232:25 244:1
aware 14:17 16:17	60:1,1,15 67:3	149:19 155:5,14	251:15 253:9,19
16:19,22 17:1,8	73:7 77:1 78:18	155:16 197:21	253:22 254:7
29:21 30:5 32:7	85:8,17 87:20	204:15 209:9	261:3 265:9,10
32:10 36:8,17	88:2,8,12 89:4	217:19 223:25	266:5,21 268:6
44:19 45:4,15,25	92:11 94:25 95:8	226:19 228:2,25	baseline 163:6
51:17,24 52:9,11	95:22 96:3,18	229:6 235:7 238:7	165:12 188:13
52:15,16 53:13	117:10 118:4,15	244:5 250:7	bases 59:18
54:21,24 55:13,17	132:2,8,25 135:10	backup 43:11	146:20
55:22,25 56:6,25	135:15,20 137:6	bang 202:19	basing 76:6 127:9
57:3 59:10,16	137:22 138:18,24	bank 201:6,7	231:17 259:8
73:3,8 75:16	142:21 151:12,18	202:13,20 229:10	basis 39:17 40:1,4
78:20 79:22 80:17	156:1 181:23	229:10	42:5 58:24 59:8
82:14 85:13 87:13	182:17,24 183:9	barry 2:17	59:10,13,19 76:8
88:8,24 89:10,15	183:20 187:1	base 172:4 232:9	115:17,23 207:20
89:15,16,18 90:3,6	191:19 192:5,17	based 10:10 13:22	208:7 231:5
90:13 94:17 95:3	193:22 195:1	16:25 17:7 19:3	252:11
98:13,15,19	196:25 197:4	26:11 28:9 31:1	bates 37:21 38:8
116:21 143:9	203:24 205:11	32:5,18 36:22	60:7 203:6,9,12

CONFIDENTIAL

[bates - business]

Page 7

218:24 220:7,16 bathroom 237:25 becoming 164:25 began 207:2,7 beginning 202:9 238:13 begins 3:2,3 38:23 behalf 4:18 7:20 75:8 76:16 108:5 120:17 130:22 135:2 184:14 behavior 134:18 behest 132:23 belief 36:22 41:3 believe 6:8 7:6,13 7:14 8:22 9:8,13 9:16 11:11,11,18 12:1 16:20 18:5 18:15 22:24 23:9 26:2 30:12 31:4 32:9,18,25 34:6 35:15,15,20 36:5 40:9 42:1 43:8 46:8,18,20 50:15 50:17 52:18 53:7 53:14,18 54:3,18 55:23 61:2,5,17 62:22,25 63:4,5,9 63:13 65:10,12 66:14,19,22 68:8 69:22 70:9,13 73:22 74:25 75:14 76:4 77:9,20 78:6 79:21 80:13 81:24 82:8 83:10,25 84:25 88:3,6 89:22 91:1,10 93:4 94:20,21 98:16,18 99:14,23 100:2,3,17 103:18 105:21 106:8,10	107:12 111:10,20 113:4 115:16 118:22 119:3 121:8,14 122:3,15 123:5 125:16,17 125:18 126:8 128:18 129:10,21 132:3,3,6,9 139:5 140:5,8,10 142:3,4 142:12 143:2,21 144:1,8,18 145:10 147:7,13 149:3,4 149:11,16 150:2,7 150:13 151:4,8 153:15 154:17,19 154:21 157:13,14 158:24 159:22 171:5 185:3,5 191:7 193:23 195:3 200:24,24 201:6,7 203:5,8,12 206:12 207:9 208:21 209:5 213:2,5 215:4 218:5,16 221:7 223:13 224:12 225:16,24 226:2 226:14,15,16,21 228:14 229:9,18 231:9 233:16,18 242:1 243:14 246:3 248:12 253:10 254:2 255:17 256:15 257:8,16 258:18 258:19 260:19 261:10,25 262:4 262:14 263:17,19 265:22,22 266:7 266:16 267:6 269:4 270:4,9	believe's 256:16 believed 123:13 134:23 139:13 believes 40:16 47:6 109:12,17 111:25 112:7 114:18 117:25 126:5,14 127:18 151:1 benefit 4:17 75:9 76:17 78:3 best 33:4 41:25 45:12 74:12 better 87:5 130:8 183:3 185:16 191:25 230:4,7 242:19 247:11 big 151:14,20 bigger 199:7,10 binary 170:7 bind 130:16 139:14 140:6 binding 131:13 bit 110:15 118:6 125:3 149:13 165:10 180:5 185:16 187:24 191:9,21 223:23 blend 82:22 145:20 blending 111:18 blf 1:8 3:11 blood 273:17 blown 183:18 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	blues 195:5 boarded 161:8 bob 86:24 87:15 87:23,25 88:4,6,9 88:14,18,20 body 43:9 92:23 bond 37:12 39:3 39:22 borderline 222:12 boring 163:21 bottom 38:23 58:6 86:19,20 93:7 94:11 238:12 bound 101:12 box 181:9 bp 8:23 9:5 195:17 197:6,8,12,20,23 268:24,25 269:2,8 269:11,12,18 270:12 breach 117:5 break 23:11 85:24 229:3 236:18,19 236:23,23 237:5 breaks 148:11 237:6,17 bring 27:22 broad 62:17 95:11 118:6 164:4 187:25 227:7,13 252:6 broader 52:5 broadly 146:21 256:21 brodsky 2:23 3:17 broken 242:5 brought 243:22 bsimon 2:18 building 93:9 business 73:12,14 73:20 74:2,10
--	---	--	--

CONFIDENTIAL

[business - clearer]

Page 8

75:1 76:14 77:24 80:4 92:8,15,25 93:1,9,10 108:6 113:2 115:6 118:2 118:9,9,12 130:19 131:5,18 132:19 133:8,13,22 134:4 134:6,16 136:1,10 136:20,25 137:14 142:5 150:3,12,17 165:21 167:11,25 173:12,14,24 175:17 187:18 189:10 192:3,11 businessman 134:24 businessperson 115:9 123:15 124:5	110:9 130:8 131:9 135:20,22 137:7 207:24 212:11 cap 172:21 capabilities 22:12 22:21 228:19 234:18 256:14 capability 256:10 256:12 capacity 48:18 106:19 130:20 134:16 193:25 caption 57:21 care 17:17 18:17 20:11 28:8 42:9 42:13 46:17 47:3 108:4 121:21 122:7 156:8 194:15,18 254:22 265:13 carrying 64:23 carving 190:1 case 1:7 3:10 4:20 7:19 16:15 17:11 17:19 18:2,21 20:15 21:2,11,16 30:13,17 42:6 57:21 105:8 111:20 139:3 165:25 171:24 175:24,25 176:1,5 176:7,9,10,24,24 176:25 177:3,5,10 177:11 190:3,17 190:23 191:3 212:15 235:23 250:22 251:11 254:8 258:19 259:14 261:17 262:18 276:2	cases 175:22 176:15,20 177:16 190:12,14,16 191:10,14,17 casey 18:5 107:15 categorize 39:6 category 161:3 caught 113:21 192:10 caution 68:20 72:2 97:7 98:5 cc'ing 92:1 cease 98:20 99:15 ceased 99:10 cell 5:16 cents 188:7 certain 31:2 33:2 39:2,21 107:25 115:12 124:9 130:22,23 131:21 168:25 181:10 184:4 230:4 235:9 249:17 252:13 253:10 262:22 certainly 40:22 60:7 61:17 121:14 139:13 144:20,21 149:1 162:7 182:1 245:18 250:16 253:18 258:10 certainty 31:7 32:18 41:7 129:5 144:2 244:23 certify 273:9,15 chain 71:13 chance 66:25 change 276:4 changed 41:18,23 73:4 184:17,20 characterize 96:19	charge 163:16 183:2 184:6 charged 170:17 182:8,22 charitable 107:2 chart 58:19,21,25 59:9,20 60:11,19 check 181:9 254:6 checklist 163:18 164:22 180:10 chris 7:7 8:12,13 9:1,1,3 18:7 circumstance 167:20 188:19 circumstances 49:11 131:21 169:1 170:8 180:21 181:1 183:15 cited 59:8,11,13 59:19 203:7,12 229:24 civil 204:22 207:11 claimed 137:24 138:6 claims 50:5 clara 1:20 3:6 clarification 50:1 clarify 155:8 clean 179:9 cleaned 178:3 cleaning 166:2 178:24,25 179:2 179:19 clear 28:13 48:13 52:7 153:7 190:1 220:17 257:9 258:21 259:7 clearer 27:23
c	c 1:13 2:1,21 4:5 148:5 273:1,1 calculate 265:15 265:19 266:3 267:21 268:3 calculating 267:4 calculation 188:22 california 1:2,20 2:7 3:6,12 57:23 call 15:12 71:7 98:8 102:12 145:14,23 148:23 149:1,2,4,10,15,17 149:18 260:6,17 called 4:6 48:6,7,7 48:15 51:5 208:21 calls 21:20 27:4,15 43:20 44:14 47:9 47:17 49:23 67:2 75:23 85:9 100:12 100:21 101:23		

CONFIDENTIAL

[clearly - conducted]

Page 9

clearly 51:5 click 53:21 54:7 client 23:23 31:23 47:21,25 51:2 61:25 62:18 65:17 68:22 72:3 84:3 97:8 98:6 139:22 260:12,12 clinical 194:8,10 254:10 255:1,5,15 255:16 256:4,19 256:20,24 257:4 257:12,19 258:2 259:1 260:22 261:4,15,20,24 262:8,10,17,23 close 78:11 118:19 closely 75:9,11 76:9,13,18,19,23 77:17,24 cloud 165:20 coast 3:3 code 30:12 204:22 207:11 collected 15:9 collins 1:22 3:21 273:6,24 column 64:8,9,23 65:23 67:7,13,24 67:24 68:2 71:7 71:11 columns 64:23 67:23 come 8:15 93:11 106:7 150:4 270:9 comes 23:8,18 55:25 126:10 173:2 190:23 204:11 243:1 266:22	comfortable 101:1 102:10 123:12 coming 93:17 179:12 196:17 comma 44:3,5 commanding 196:12 commentary 100:21 259:3 commercial 159:17,19 160:5 166:8 168:24 173:12 174:17 187:11,13,17,19 187:22 188:1 190:7,8 192:13 196:5,9,11 commercial's 187:25 commercials 159:24 196:18 commission 276:25 common 131:4 242:23 246:20 commonly 131:16 commonplace 136:7,9 communicated 52:23,24 129:11 130:9 communication 23:15 53:8 90:2 260:12 communications 12:15,25 13:15 14:7,18,24 23:19 23:23 31:24 34:22 45:16 47:22,25 48:19 51:2,20,25 52:3,11,15 53:2,10	53:12 56:20 59:23 60:5 62:1 65:18 68:23 72:4,6 84:3 85:21 87:13 89:19 90:3,13 97:9 98:6 106:2 126:24 137:1 139:22,23 139:23 148:12,13 237:16,19,21,23 companies 136:1 240:25 241:18 243:2 company 75:10 76:18 118:2,13,21 136:21 156:25 164:25 167:10,13 167:24 168:1 171:23 177:1,3 182:14 185:15 189:5 company's 173:1 comparable 173:6 176:12,19 177:4 177:11 comparables 165:14 171:11,14 188:16 compared 168:1 259:17 comparing 232:15 263:3 comparison 54:11 236:9 255:25 263:9 compensation 149:23 150:1,4,5 complaint 51:8,16 51:18 53:4,6 55:1 55:14 56:9 98:18 99:15 153:21,23 153:24 154:20	227:5 complete 32:17 216:10 233:19 complex 178:13 178:17 224:16,18 231:14 258:13 complexity 166:1 175:4 177:14,21 177:22,23,25 178:9,13,22 188:4 190:25 complied 13:25 component 240:19 241:17 compound 134:11 164:3 253:1 compromising 221:3 computer 5:13 concept 181:15 183:17 196:5,8,11 211:9 228:6 248:22 249:1,9,12 concepts 9:14 248:19,23 249:18 250:12 254:18 concern 50:10 151:24 concerned 33:5 concerning 56:20 90:3,4,15 105:2 conclude 272:3 concludes 272:6 conclusion 47:9 49:24 100:13,22 101:23 110:9,15 131:10 135:21,23 conduct 5:13 35:10 conducted 28:7 42:14,15,18 46:2
---	--	--	---

CONFIDENTIAL

[conducted - contracts]

Page 10

152:3 conducting 29:23 74:2 152:8 253:14 262:9 conferred 139:7 139:17 confidential 46:7 49:15 78:1 98:11 98:14 99:1,13 103:11 104:18 105:18,23 109:25 111:5,7,7 112:3,10 112:12,16,16,22 112:25 113:5,6,9,9 113:15,15 114:9 114:11,20,23 115:3,13,23,24 116:3 119:1,7,12 121:3,13,15,20 122:6,11 123:14 124:7,18,25 126:2 126:6,13,20 127:18,24 128:1 128:14,20 129:1 129:12 140:15 141:3,6,8 142:8,19 143:6,7 144:7,11 144:12,21 150:6 150:16,22 152:11 152:18 153:4,5,10 153:14 154:6,15 155:4 156:6,15,21 157:1 221:3 271:8 confidentiality 103:10,13 104:16 106:23 108:2 109:7,8 112:2 116:18,22 118:7 118:18 150:8,20 150:21 152:16 154:23 155:1	configuration 177:14 191:1 217:14 247:7 configurations 220:25 configure 225:20 configured 177:16 177:17 232:22 240:11 247:3 249:23 251:20 254:17 confirm 254:5 confirmed 104:15 129:10 confronted 40:23 confused 239:6 confusing 123:23 125:3 256:6 258:20 263:18 connected 224:23 226:17 239:18 connecticut 107:3 connection 7:10 11:3 25:21 29:8 29:14 30:6 31:10 39:2,21 71:21 75:12 91:8,12 130:10 133:7 134:3 149:7 168:2 205:18 207:10 217:9 258:22 260:7,23 261:21 265:25 269:9,18 connolly 2:11 consider 165:15 166:15 176:23 189:11 190:21,24 194:7 196:22 consideration 101:11 150:19,21 151:16 166:11,22	167:3 184:22 considered 163:17 164:1 165:8 166:4 167:14,18 174:22 180:9,16,18,19,22 181:4,8,10 199:5 considers 171:12 consistency 162:7 184:21 consistent 34:7 145:15 185:10 188:23 189:9 consistently 252:10 constant 187:8 constructing 216:24 consult 162:15 contact 63:11,14 contain 114:19 contained 31:17 69:25 72:9,12,25 214:13 216:2 219:9 239:11 261:4,24 269:14 containers 26:2,5 containing 19:7 contains 67:25 157:14 164:3 206:22 contemplate 183:6 contemplated 183:14 contend 101:15,20 contending 105:8 contends 108:24 109:20 110:7 149:20 content 45:17 106:3	contents 36:20 context 10:6,8 82:1 83:23 87:10 136:16 150:16 162:21 164:16 168:5 186:22 190:20 197:20 223:4 contexts 54:11 continue 39:10 continued 50:15 80:3 148:9 271:10 continuing 80:18 82:16 continuously 6:10 contract 100:4,10 100:18,25 101:21 102:4,9,10 104:6 104:20 105:9 106:4,14,18 107:3 107:21 108:9,17 108:22,24 109:11 109:13,18,19 110:7,24 111:24 112:7,15,21,25 113:13,13,16 114:17,21 115:20 116:14 117:1,24 118:11 131:13 149:20,23 165:5 165:10 173:6 176:12,19 183:18 189:23 191:24,25 194:4,23 195:10 195:17 196:16,18 197:6,12,14,22,24 252:23 contracts 101:13 103:17 105:2 107:10 146:12,13 146:16 147:10,11
---	--	---	--

CONFIDENTIAL

[contracts - customers]

Page 11

147:14 157:5,17 157:20 158:9,11 159:2,5,8,12,17,20 160:5,17 171:13 172:11 174:17 190:2 191:16 196:14,23 197:1 contrary 54:19 control 227:9 controls 225:20 226:3 230:23 conversation 8:7 12:12,14 34:25 36:5 50:18 75:14 76:3 88:14,16,19 90:18 99:4 106:9 115:10,19 122:2 123:21 129:17,20 130:2,6 134:1,6 135:4 145:15 146:2 179:21 conversations 9:17 23:9 28:2 36:1 57:1,5 65:21 69:7 78:7,8 88:9 90:7,9,21 96:23 110:18 116:2 119:19,22 121:7 123:6,7 124:23,25 125:15 128:11 129:8 130:13 137:9,13 144:9,18 144:23 145:5 156:24 175:12,15 180:4 224:10 237:5,18 261:18 264:7 converted 247:19 conveyed 144:22 cope 67:3	copies 15:9 26:25 27:9 30:4 copy 10:4,12 15:2 15:16 28:21 corporate 5:1 52:18 95:1,16 152:5,10 156:13 197:9 correct 5:24,25 6:12 7:23 27:24 35:14,16 38:3,6,7 40:8 43:14,19 46:1 56:10 57:24 58:20 62:10,11 64:4 65:3 67:11 68:14,19 71:5,23 72:1,10,11 74:1 76:11 79:19 81:20 88:22 91:24 105:3 120:16 123:22 136:12 142:2 143:12,13,25 145:23 148:21,22 149:8,9 151:12 152:6 154:6 157:8 166:16 189:18 199:12,20 200:5 200:10,18 205:6 207:2,7 210:3 214:24 215:11 216:16 218:2,11 249:10 correctly 56:1 82:20 correspondence 176:15 cost 265:16,19 266:4,18,22 267:5 267:9,22 268:4,11 costs 268:10	counsel 3:22 6:21 7:7 14:2 22:25 23:1,4,9,19 28:20 30:20,22 47:13 48:1,19 50:18 55:3 60:25 61:6 61:16,20 62:3,5,12 68:17 72:1,10 148:12,13 149:3,4 171:7 237:5,8,20 272:1 countries 172:14 county 273:4 couple 148:14 175:24 193:16 229:5 course 117:5 119:21 128:10 131:17 145:22 152:25 156:8,24 175:15 225:7 court 1:1 3:12,20 3:22 4:1,3,16 38:6 271:3 cover 146:20 190:12,14 covered 104:5 114:20,24 151:4,9 covers 190:15 create 131:7 created 109:10 137:19 227:5 creating 135:8,17 creation 74:18 cross 195:5 254:25 256:2 265:4 266:12,15 267:2,3 267:7,12,19 268:1 268:7 curran 171:5	current 5:23 8:24 currently 67:20 customer 136:4 158:11 161:7,14 161:20 162:2,22 164:10 165:4,10 165:17,24 166:6 171:20 172:4 176:10 179:20 180:6,16 181:2,21 182:11 183:11 186:17 187:10,12 189:14,18,25 190:11,13,15,21 190:25 191:5 193:1 198:2,22 200:9 244:25 245:13 246:1,2 251:15,20 252:8 252:19,23 253:25 customer's 245:2 252:21 customers 20:12 24:3 116:9 124:11 128:21 146:8,10 147:3,4,8 156:5 162:9,24 163:3 175:12 186:9 191:14 192:2,13 192:15,22 193:1,5 193:19 200:7,10 200:12,22,24 202:15,16 210:11 229:15,18,19,23 230:21 231:3,8 233:5,15,18,20,24 234:2,11,12,21 235:1,9,15,25 236:11 238:13,18 239:24 240:5 242:11 243:7,25
--	---	---	---

CONFIDENTIAL

[customers - demands]

Page 12

244:8,9,11,12,22 245:8,20,24 246:10,13,25 247:3,19,20,24 248:3,6,8,9,13,20 248:21 249:9,11 249:15,17,22,23 250:8,10,15,21 252:1 253:7,11,13 253:20,24 254:3,9 254:14,15,20,23 264:16,19,25 265:3,4 268:19 customized 29:14 29:18,22 30:1,6 cut 108:14 cuts 180:7 cv 1:8 3:11 cyber 9:9 17:17 18:17 20:12 28:8 32:8,16,21 33:8 34:5,19,23 36:10 36:19,25 39:3,22 40:25 46:17 47:4 66:16 68:5 69:10 70:8 71:16 72:21 73:13,19,24 74:3,7 74:11,19 75:1,16 75:21 76:5,14 77:6,13,19 78:15 79:18,24 80:1,3,11 80:19 81:1 82:1,9 82:16 86:25 87:16 88:11 89:1,12,20 90:5,15,20 92:8,15 93:5,9 108:4 125:2,10 156:7 166:11,15,17,22 167:4,16,16,23 194:1 201:14 205:14 208:21,22	208:25 209:21 210:13 211:5,6,21 214:14 217:13,16 220:23 224:13 226:22 232:20,24 234:16,22 241:25 248:4,7,8,12,14 cyberattack 221:23 227:7,13 228:8,9 cybersecurity 9:9 87:16 194:4,6 200:23,25 201:1 202:17 203:20 204:4,6,13,14 205:2,14 207:19 208:6,20 209:12 210:1 212:7 216:3 221:18 223:12 224:22 225:18 228:13 229:16 230:16 231:24 232:1 233:5,15,18 233:19 234:14 238:19,22,25 239:5,9,11,13 240:8,14,18,23 241:16 243:3 244:9,12 250:7,11 cyberspace 232:19 cycle 250:7 cycling 87:1 d d 1:13 274:1 d.c. 2:14 daily 252:11 data 27:12,14,17 27:19 28:4,12,13 28:14,15,15,16,21 29:1,3 30:14,16 59:21 94:13,18	95:4,20 96:12,15 96:22 165:24,24 165:25 174:21,23 174:24,25 175:1,1 175:3,5,7,21 177:14,17,17,19 177:21,22,23 178:1,7,9,12,18,22 179:3,3,7,8,14,16 180:5,7,15 188:4,4 189:3 190:24 202:18 205:15 208:24,24 209:2,4 209:21 211:10 214:8 215:11,16 216:25 217:3,17 217:18 220:24 221:23 225:19,21 226:2,17 227:7,8 227:13,24,25 228:19 229:11 230:22 232:21,24 232:24 234:17 242:22,23 243:1,9 243:20,22 244:13 245:2,7,13,15,21 246:1,2,6,8,8,12 246:15,21 247:9 247:20,25 269:18 269:25 270:2,2,3,4 270:4,6,7,7 date 11:23 41:24 56:22 64:16,25 66:7,9,11 67:6 70:24 74:2 80:23 101:11 107:25 108:8,16 116:19 116:21,23 119:4 119:14,17 120:6 121:5,25 122:5 152:21 154:2	155:10,19 156:3 207:15 276:2 dated 42:20 56:1 64:4 274:13 dates 8:9 46:5,12 58:11,19 122:17 126:13,17,22 145:11 182:25 183:4 242:9 day 19:2 119:24 272:19 273:21 276:23 days 46:9 deal 164:17 172:7 184:25 decided 197:14 deciding 184:1 decision 179:15 declared 270:25 defendant 1:10 2:12 4:18 57:12 57:17 97:15 201:19,25 272:8 274:16,25 defendants 3:8,10 4:19 defense 220:22 defensive 176:23 177:5 defined 146:21 definitely 256:18 definition 100:25 102:17 delaware 7:12,16 38:6 40:4 140:1 259:25 delivered 50:3 demand 98:10,24 153:9,15,16,19 demands 153:3
--	---	--	---

CONFIDENTIAL

[demeuse - designating]

Page 13

demeuse 7:5 18:6 107:15 108:12 111:11 116:7 119:20 121:8,19 121:23 122:10,17 122:19 123:1 125:25 126:3 149:7 256:16 259:18,23 264:3,5 265:24	deployment 8:23 213:7,18 214:3,20 215:3 216:7,21 217:22 218:6,9 219:2,5,13,21 220:9 221:14 224:13,17 228:4 266:10	140:1,9 143:20 144:16,17,19 145:16 152:25 155:5 169:14 170:23,25 171:9 193:24 203:17 205:16,19 206:3,7 206:14 209:6,8,23 211:7,22 212:13 213:3,10,19 214:18,23 216:5 216:12,15,19 217:9,20,25 218:4 220:5,13 221:12 221:20 222:15 223:13,16,18,24 224:2,11 226:7 228:2,21 232:8,11 234:19 235:7 236:5,8 237:9,11 237:12,20,23 238:1 241:21 242:1 257:17 258:14 259:24 260:4,18 263:5 264:6,16 265:23 266:8 269:16 272:7 273:11,13 276:2	214:3,6,7,12,20 215:3,22 216:7,10 216:21 217:5,22 218:6,8,10,15,18 219:2,5,8,13,21 220:9,15 221:9,16 222:5,23 223:8,11 224:14,25 225:15 225:16,24 226:11 226:16 227:12,22 228:4,9,11 240:16 240:17 241:15,24 246:19
demeuse's 17:21 123:4,18 133:16 257:23 258:9,11 259:5 267:14 268:17	deployments 231:12,15 232:10 254:2 263:18	deponent 276:3 deponent's 4:2 deposed 94:22 deposition 1:18 3:4,7 4:14 5:13,19 5:21 6:17,18,19 7:11,11,14 9:23,24 11:4 12:3,6,7,9,10 12:23 17:14,21 18:4 21:22 22:1 24:11 27:25 28:1 34:13 45:23 51:24 52:17 56:17 60:22 66:3,22 69:7 74:15 76:2 78:25 79:11 83:10,14,24 91:3,4,9,11,13 94:8 95:14,18,25 96:5,14 97:1,3 99:8 106:11 107:13,16 108:11 111:9,12,15,21 117:10 121:25 122:13 124:15,21 125:19 127:11 128:23 129:3,5,11 129:14 130:10,14 132:12 136:14 138:13,20 139:3 139:11,12,24	depot's 212:6,17 212:23 216:1 217:12 224:4,8 describe 38:17 116:1 181:6 231:12 240:16 described 115:13 137:10 161:5 162:12 177:13 186:11 188:3 219:9 222:6 242:19 describes 228:6 describing 160:24 179:2 187:15 245:18 258:17 description 69:14 71:12 76:8 215:7 274:7 design 211:9 228:6 248:19,22,23 249:1,8,9,12,18 250:12 254:17 designated 112:22 113:14 152:13 222:17 226:15 designating 271:7

CONFIDENTIAL

[designation - document]

Page 14

designation 112:15 140:14 141:2 142:8,18 144:6 desk 56:11,13,22 57:2 despite 170:17 destroy 98:21 detail 38:17 205:16 214:4 223:23 231:13 246:25 266:11 268:13,16 270:11 detailed 74:16 125:7 206:2 209:23 211:7,22 216:4 226:18 232:15 241:22 details 89:25 90:17 201:13 206:22 210:14,15 218:17,21 219:12 219:21 221:3,19 227:25 246:12 256:16 258:6,12 258:15 259:11,12 265:20,21 266:7 267:13 268:12 determination 158:8 determine 10:23 11:5 60:10 108:8 157:16 161:9,10 161:14 188:15 250:20 252:21 253:7 258:1,24 determined 60:12 157:4 161:19 175:8 176:8 189:22 190:16	determining 162:1 162:16 165:4,15 166:5 170:16 171:12 173:5 176:11,17 198:25 261:13 developed 185:7 220:21 development 74:2 74:10 108:6 118:2 118:9,10,13 130:19 131:5,18 132:20 133:8,13 133:22 134:4,6,16 136:11,20,25 137:14 142:5 150:3,12,17 269:4 died 201:9 difference 166:24 249:7 different 37:11 53:1 100:11,15 109:4 128:20 140:20 145:11 160:14 165:21 168:24,25 173:14 173:15,19,24 174:1 176:21,22 178:6 184:9 185:25 186:8 208:25 214:8 215:11 221:23 223:18 241:22 249:1 261:14 266:19,25 270:1 differently 50:16 168:1 191:12 242:3 digestible 179:4 direct 37:3 42:19 64:7,12 83:5	149:19 153:2 238:7 directed 251:12 direction 222:25 directly 48:7 71:11 discernible 188:5 disclosed 119:16 119:16 126:20 152:17 156:15,19 disclosure 204:2 204:22 206:8 207:11 216:12 221:13 222:14 232:8,17 236:7 250:23,25 255:21 256:1 263:5,11 264:14 269:8 disconnect 86:24 241:12 242:8 248:6 discounted 184:12 discover 46:11 discovered 14:2 46:19,21,23 47:2 47:11 48:5,12,25 50:6,12 99:12 154:12 discovery 10:21 154:18 discrepancies 259:16 discuss 8:12 9:6 97:24 104:25 206:15 discussed 8:13 9:9 9:12,14,16,19 49:22 83:11 111:2 116:7,24 117:3,6 156:3,5 164:14 179:20 180:1	185:1 193:17 194:11,16,22 195:13 217:15 237:13 discussing 42:3 116:17 157:1 190:6,22 191:8,11 216:3 240:8 discussion 34:12 75:3 90:20 140:3 147:15 148:15,18 150:1 223:14 227:19 270:19 discussions 9:17 127:22 149:24 197:8 dismissed 4:20 disparity 178:22 displayed 211:10 distinct 185:15 227:2 distinction 100:1 101:2 187:21 188:1 192:10 240:24 241:5 district 1:1,2 3:11 3:12 57:23 dive 242:5 division 1:3 3:13 174:5 document 9:25 10:13,14,16,21,24 11:5,11,12,17,25 12:2,4 13:21 14:1 14:25 16:2 21:25 29:19 34:2 39:24 40:19 53:18,23 55:25 57:8 58:3 60:23 62:13,20 63:17 64:2,6,15,16 65:2 66:8 68:12
---	---	--	--

CONFIDENTIAL

[document - engagements]

Page 15

68:15,18,25 74:23 81:17,22,23 82:6 82:11,19,25 83:3 83:17,20,21,23 84:7,10 89:23 90:1 120:7 127:4 155:20,21,22 159:3,7,15 160:18 161:2 163:22 183:12 195:6 205:1 207:6,9,16 212:22 213:4,5,22 218:2,25 222:10 223:4 225:9 231:20 documented 191:12 documents 6:20 14:2 19:6 21:21 28:2 31:12,13,18 32:1 34:11 36:8 36:11,13,15,17,21 36:23 37:19 59:8 59:11,12,19 60:6 62:3,9 74:21 76:4 77:8 79:2 91:2 93:2 97:3 119:15 125:20 126:23 127:1,7,12,15 142:25 143:3,19 143:22 160:14 203:4 204:9 206:4 206:10,12,14 209:6 210:16 211:8,23 212:14 213:6,10,15,16 214:2,4,19,22 215:1,2 216:6,14 216:17,20 217:21 218:5,7,10,14,16 218:20,23 219:1,4	219:14,15,19,20 220:3,4,6,8,11 224:13,16 226:6 228:4,22 229:24 231:11,18 232:12 232:13 236:4 244:6 246:15 258:16 266:9 268:18 270:10 dog 148:16 doing 74:6,9 89:17 161:10,22 180:3 195:4 dollar 172:12 dollars 188:7 doubt 25:3 dr 7:4 9:15,16 11:8,9,10,16,17,19 12:11,14,22,24 13:9,14,20 14:3,5 14:17,22 15:3,6,17 15:20 31:4 32:9 35:22,25 36:1,3,5 62:19 66:23 69:8 70:17 75:15,15,19 76:1,9,10,13,20,23 77:5,8,12 78:8 79:11 99:5,7,20,21 99:23 100:2 104:14,17 105:19 106:1,10 107:13 107:14 108:10,12 108:16 109:23 110:17 111:1,9,17 116:1 118:20 119:20 121:9 126:7 128:15,18 129:2,3,4,8,17,20 129:22 130:2,6 132:13 133:11 134:1,5,14,23	135:5 136:22 137:1,11 144:9,18 144:23,24 145:4 145:13,15,23 146:2 154:24,24 155:12,25 156:2,4 156:8,11,17,21,22 156:23 157:1,25 drop 97:16 98:2 duly 4:6 273:12 duration 116:13 116:16 dynamic 37:12,12 39:3,22 e e 1:13 2:1,1 4:5 39:13 42:20 43:1 43:10 44:18 45:2 45:10,12,21 46:4 59:23 62:24 63:2 63:5,5,7,12 64:18 64:24 67:8 68:3 71:13,21,25 72:9 72:13 81:4,9,10,14 81:19 82:21 84:12 84:18 85:14 86:11 86:14,17 88:23 89:6,23 90:2,8,13 91:18,22,25 92:18 92:19,20 93:7,16 93:16,20 94:11,11 95:5,20 148:1,1,5 160:24 273:1,1 274:1,13,21,22,23 earlier 77:23 182:13 economic 146:21 146:25 ecosystem 167:12 168:2 185:14,17 185:19,21 186:1	186:10,11,16,23 187:4,6,14,17,22 effect 101:15 efforts 75:13,16 77:18 88:11 89:21 90:5 eight 231:23,24 232:1 either 32:22 39:1 39:20 49:19 79:11 87:14 93:19 98:20 108:20 117:4 119:24 122:4 125:9 134:12 183:11 253:12 264:10 elements 209:22 250:16,21,24 elser 263:25 264:8 eltoukhy 65:22,24 65:25 66:2 emphasized 156:23 employed 6:10 employee 5:23 8:21,25 39:12 88:6 89:24 142:2 142:4 employees 17:10 17:25 18:9 19:11 141:19,23 172:22 192:22 253:10,23 254:1 encompassed 180:12 ended 226:22 ends 272:5 engagement 190:15 engagements 172:13 190:11,14
--	--	---	---

CONFIDENTIAL

[engaging - existed]

Page 16

engaging 118:1,12 engineer 9:3 26:10 88:4 224:18 [REDACTED] [REDACTED] ensure 172:2 184:21 enter 3:23 108:23 110:6,14 114:7 200:13 entered 58:12 100:4,7,18 101:14 107:7 110:24 118:11,17 enterprise 172:10 184:24 189:2 192:12 enterprises 192:9 enters 112:24 entire 6:14 70:5 92:23 entirely 33:17 entirety 170:21 entities 172:24 229:9 230:13 240:21 241:12 242:1 246:4 entitled 64:2,8 205:1 entity 74:19 entrant 163:2 171:21 entries 58:24 entry 64:19 66:12 67:6,9 70:24 enumerated 115:10,19 134:21 135:3 136:23 equal 168:7 174:10,16 195:20 199:6,9	equate 168:25 equipment 270:6 erik 86:23 errata 276:1 erroneous 179:11 esq 2:8,15,17,21 2:22 esquire 65:24 essentially 24:22 26:2 90:18 133:21 181:16 188:12 189:13 established 62:8 et 3:10 57:22 243:4 europe 161:5 evaluation 181:16 181:17 events 33:18 148:15 evidence 10:10,11 10:16 13:23 16:25 31:1 32:19 34:7,9 41:24 53:11 54:21 54:24 55:13,16,22 55:25 57:4 69:23 78:7 88:19 92:23 97:2 99:18 114:25 121:10 132:3,6 133:1 141:11,20 141:21 143:2,21 146:16 147:7,14 149:25 151:5,10 151:17 153:12 211:2 212:12,18 219:11 221:15 223:10 227:19 232:10 253:9,19 254:7 259:13 265:10,18 266:5	evidenced 212:7 exact 8:14 34:1 35:8 69:20 98:21 107:25 109:3 120:6 148:24 178:17 191:11 207:15 246:10 exactly 35:20 61:12 75:25 140:2 140:4 155:19 examination 4:9 148:9 274:3 examined 4:7 148:7 example 53:13 76:20 85:20 104:14 115:25 130:25 132:22 159:13 160:13 162:3,24 171:19 173:17 174:7 176:4,23 183:5 185:23 190:24 191:7 195:15 232:20 234:16 241:24 251:7,11 251:25 269:17 270:1 examples 169:24 excel 178:3 exchange 85:14 86:14 93:20 103:14 exchanged 101:12 exclude 197:18 198:1 excluded 200:6,8 excludes 200:14 excluding 198:2,3 199:15 200:1	exclusive 198:6,8 198:18,22 exclusivity 195:13 195:14,16,16,20 195:23 196:4,8,12 196:16 197:1,5,11 197:15,17,21,23 198:24 199:3,7,10 199:14,17,25 200:3,21 exclusivity's 199:19 200:18 executed 107:21 107:24 108:17 execution 108:9 exemplar 165:8 exhaustive 7:9 46:3 165:11 exhibit 5:14 10:1,5 11:25 37:3,5 38:1 41:11,13,13 42:19 42:20 43:1 45:6 45:17 57:9,11 60:12 62:21 63:22 64:1 81:3,4,9 83:6 83:7,9 84:13 85:15,24 86:10,11 91:17,18,20 155:23 201:18,24 204:16,16 207:1,6 229:6,13 238:8 274:9,13,15,19,21 274:22,23,24 exhibits 10:1 37:4 86:10 127:12 204:17 274:6 exist 109:20 110:7 149:20 151:1 existed 28:17 108:25 111:25 112:8 114:18
--	---	--	--

CONFIDENTIAL

[existed - finished]

Page 17

117:25 143:17 215:8 233:2 existence 32:21 40:25 152:10 exists 160:21 161:1,4,6 expansive 174:11 expected 131:4 133:23 expenses 117:14 131:2,21,24 139:8 139:18 expensive 266:25 experience 184:3 184:13 189:23 expert 54:5 102:8 228:17 experts 175:16 expiration 116:23 152:21 expires 276:25 exploration 73:19 80:3 92:9,16 195:9 268:21 269:4 exploring 73:14 82:9 export 223:15 [REDACTED] [REDACTED] [REDACTED] expressed 132:13 expressly 139:16 extend 137:4 extensive 220:22 extensively 270:11 extent 23:13,22 28:15 30:2,20 31:23 47:20 48:17 51:1 59:6 65:16 68:21 72:5 73:16	84:2 97:18 98:3 101:9 103:1,5 120:18 139:21 164:6 260:11 extremely 95:11 f f 1:13 148:1 273:1 face 54:14 81:21 facets 102:21 facilitating 228:7 fact 12:14,24 13:9 13:11 35:14 39:11 54:9 55:1,15 96:15 109:6 124:2 130:9 131:23 135:8,16 136:1 176:17 207:21 208:8 235:1 246:1 254:6 factor 166:14 167:14,17 171:11 174:22 176:11 178:18 180:16,18 196:7,7 197:2,10 198:25 199:4,4,5 199:18 200:2,4,17 factors 162:6 163:10,15,17,20 163:25 165:3,7 166:3,8,10,21 167:2,19,21 172:6 177:13 178:15 181:5,6,9,10 184:1 184:23 185:1 187:7 188:2,6,12 188:15,19 189:11 190:22 191:6,11 194:3,5,7,9,10,14 194:16,19,22 195:9 196:22	facts 32:2 48:19 factual 31:17 42:5 61:21 62:5,13,14 68:18,24 72:9,12 72:14 failed 12:24 fair 69:13,13 75:19 114:21 116:20 120:3 142:15 143:15 144:16 145:13 146:7 174:9 176:12,13 178:12 181:18,19 182:13 187:23 189:16 199:1 233:4,14 234:3 235:2,14 243:10,13 244:24 245:14 250:13 252:2 253:24 fairly 48:6,7 134:24 231:14 258:14 fake 28:15 fall 34:6 falls 30:8 49:24 73:6 77:1 78:17 87:19 88:1 89:3 118:3 132:1,7,24 135:9 136:14 137:5,21 142:20 183:8 192:4 193:21 194:25 225:1 226:12 227:15 247:15,22 familiar 51:7,14 53:24 59:18 151:23 far 33:5 162:13 194:21 206:21 253:18	favor 178:19 february 1:15 3:14 67:6 69:5,6 69:19 80:15,22 81:11,15,20,25 82:13 86:16,18 89:1,9,12 272:8 273:21 feel 61:11 100:25 102:10 133:1 189:15 feeling 74:11 fees 157:7 191:3 fell 28:16 felt 123:11 field 18:16 66:17 69:11 70:8 74:4 81:1 122:7 166:15 fields 20:11 156:7 220:23 fiercebiotech 43:5 fifth 65:23 201:18 201:24 274:24 figure 14:15 49:10 96:9 175:9,11 233:21 file 39:2,21 filed 32:22 37:13 39:1,20 66:16 69:10 70:7 72:21 97:13 153:22,24 filing 32:23 final 193:16 find 183:16 fine 6:25 68:10 86:3 fingertips 133:4 finish 114:2 229:4 finished 16:7 91:6 120:20
--	--	--	--

CONFIDENTIAL

[firm - fursevich]

Page 18

firm 227:5	188:10 221:8	249:5,13 251:1,18	frequently 145:8
first 30:23 31:2,8	followed 23:2	252:3 254:12	front 4:14 27:21
32:14,19,20 34:17	following 44:20	255:7,23 260:25	57:2 101:6 204:2
36:9,19 37:1,14	45:4 49:5,7	262:12 263:1	fruition 150:4
38:18 39:7 40:7	126:15 127:19	264:12,22 267:24	fueled 43:4
40:17 41:2,12	169:10 240:21	268:5 269:21	fuels 44:22
50:10 64:9 73:17	253:4 260:15	formal 253:15	fulfill 131:8
84:17 107:24	271:10	format 50:3	full 162:21 183:17
108:1 162:14	follows 4:8 148:8	223:15 245:14,16	fully 58:22 241:6
163:1 164:9	forgetting 126:9	245:19,22 247:20	fulsome 201:13
171:21 201:20	166:7	formation 109:13	function 130:21
202:1,18 204:25	forgotten 185:2	109:19	174:7
215:6,14 221:6,6	form 12:19 13:2	formatting 178:4	functional 230:6
222:1,20 223:1	13:18 15:19 16:9	forms 48:11	functionalities
229:11 240:16	19:21 20:20 21:6	formula 188:22	229:21 230:5,8,16
275:1	22:10 25:25 26:19	189:1	230:22 231:2,6
fishman 32:19,20	27:16 29:16,25	forth 159:23	232:19,20,21
33:12 34:17,25	31:21 33:25 41:20	214:17 247:1	233:1 234:14
36:24 40:17 41:6	52:20 53:8,14	251:7 273:11	235:9 240:22
41:15 73:25 74:6	54:1 59:13 60:17	forward 136:3	241:20
74:17,25 75:12	85:8 103:4 117:11	forwarding 81:14	functionality
76:9,13,24 77:17	130:11 134:10	81:18	230:1,24 232:2
78:21,23 79:5,7,9	136:13 146:3	forwards 84:20	234:3 235:2
79:17,25	151:3 152:7	foster 6:22	239:12,17
fishman's 32:24	154:19 159:10	found 31:5 252:13	fursevich 2:8 4:12
33:6,15,22 34:22	160:6 164:2 170:1	foundation 12:18	12:17 13:1,10,17
75:20 78:14,15,25	179:14 183:19	13:2 24:20 44:25	14:8,20 15:4,18,25
five 85:24 193:8	186:14 191:18	93:13 130:1 261:1	16:11 17:12 18:12
fix 175:19	199:2,13,21	262:13 264:22	19:13,21 20:8,20
focus 37:11 73:17	200:11,19 203:24	foundry 181:3	21:6,19 22:9,22
79:14 83:5 238:16	205:11 207:3,24	186:8	23:6,21 24:19
focused 153:6	208:10 209:3,15	four 61:10	25:11,23 26:6,18
focusing 252:18	210:22 213:14	fourth 37:7 38:3	27:4,15 28:6,24
folder 10:1 37:4	214:10 215:23	57:13,18 274:11	29:10,16,25 30:8
57:10 86:10	217:6 219:25	274:17	31:21 33:25 37:16
204:17	221:10 222:11	frame 18:18	39:23 40:18 41:19
folks 10:17 34:18	225:3 227:17	105:13,15	43:20 44:13,23
73:5 78:9 125:21	229:17 230:10	framing 247:6	45:7,18 46:13,24
189:9	233:6 235:4,20,21	249:14	47:8,17 48:14
follow 45:8,25	238:20 239:20	frequent 182:15	49:3,23 50:9,21,24
63:3 164:23	241:3 243:12		54:1 55:4,18

CONFIDENTIAL

[fursevich - go]

Page 19

56:14 59:1,15,25 60:14 61:24 62:16 65:15 66:25 68:20 72:2 73:6 75:23 76:25 78:17 80:5 81:17 82:4 84:1 85:7,16 86:3 87:17 88:1 89:3 89:14 92:10,17 93:12,21 95:6,21 96:2,17 97:7,14,18 97:24 100:12,20 101:22 102:5 103:3,19 104:8 105:4,11,14 109:1 110:8 112:17 113:17 114:1 116:15 117:9,15 118:3,14 120:4 129:25 130:11 131:9 132:1,7,24 134:10 135:9,19 136:13 137:5,21 138:4,10,17,23 139:4,19 142:20 145:24 151:3 152:7 154:7,10 159:10 160:6 161:12,24 162:18 164:2,6 165:6 166:13 167:6 168:11,20 169:3,8 169:15 170:1,11 170:19 174:13 179:23 180:20,23 181:22 182:16,23 183:8,19 186:5,14 186:25 188:8 189:19 190:18 191:18 192:4,16 192:23 193:3,9,21	194:25 197:3 199:2,13,21 200:11,19 203:23 204:7 205:10,22 207:3,8,23 208:10 209:3,15 210:4,22 211:16 212:1,9,25 213:12 214:10 215:23 217:6 218:12 219:24 221:10 222:11 223:2 224:5 225:1 226:12 227:15 229:1,17 230:10 232:5 233:6,11 234:4,8 235:3,20 236:18 238:20 239:20 240:4 241:1 243:12 244:19 245:3 247:14,22 249:4 249:13 251:1 252:3,25 254:12 255:7,23 256:25 258:4 259:2 260:9 260:25 262:12 263:1,15 264:12 264:21 267:23 268:5 269:20 270:13 271:6 further 3:25 76:7 148:8 240:21 271:3,6 272:2 273:15 future 215:18 g gaps 265:13 gas 270:2 gather 94:13 96:12,21	gathered 95:19 96:15 gathering 94:18 95:4 gavin 11:24 12:1,5 12:8 43:2 45:21 45:24 91:23 92:1 94:10,16 gears 248:2 general 9:14 14:23 39:1,20 108:15 132:18 136:10 148:15 158:8 174:15 177:12 181:6 184:19 185:8 187:9 191:3 195:19 196:8,15 197:10 198:20 200:21 210:12 214:12 227:2,2 246:7 257:10 259:11 generally 9:18 63:9 74:8,13 102:12 112:24 114:6,9 122:5 123:24 141:23 143:5 150:2 157:16 165:13 174:2,16 176:2,13 177:10 178:12,18 181:14 182:8,21 183:1 184:5,12 190:21 194:7,11 194:16 196:4,10 197:18 198:4 208:23 215:13 221:16 228:23 232:18 239:4 245:15	generated 55:1,15 191:16 217:3 generating 176:25 177:3 gently 84:21 85:5 geographically 165:20 geographies 270:5 geological 270:7 getting 113:21 167:9 174:17 226:22 252:16 266:24 girvin 261:11 263:18,19 264:8 give 7:24 122:19 123:1 127:17 133:5 135:3 136:23 169:23 183:3 202:6 given 17:10,16,25 18:9,18 19:7,10,19 20:6 22:6 24:8 38:5 50:21 77:25 119:14 120:15 162:1 165:4,17 167:20 190:20 199:15 200:1 273:14 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] glean 247:21 go 13:3 37:21,23 38:8 52:10 55:4 55:21 58:1 59:5 67:4 70:19 81:3 91:17 97:23,25
--	---	---	---

CONFIDENTIAL

[go - holding]

Page 20

114:4 136:3 143:18 147:17 161:10,22 162:1,6 163:13,23 164:23 165:3 166:11,21 167:3 168:18,19 169:2,5,18 176:16 181:9 184:1 188:20 189:11,13 190:7 196:19 202:4 204:16,25 205:17 208:3 215:5 228:25 229:6 232:14 236:14 237:25 240:9 244:5 254:4 255:24 264:13 270:15 goes 233:13 going 9:25 42:19 56:23 57:9 63:16 64:7,12 86:1 89:6 94:12 96:11,21 120:22 136:2 146:19 150:15 160:8 161:2 163:23 166:8 175:1,2 193:7 229:1 242:20 246:21 248:2 272:10 good 3:1,2 4:11,22 4:24 government 159:14 161:4 185:4,6,7 190:2 grammatically 43:23 44:1,2,6,7 great 7:1 64:12 103:5	ground 67:1 97:16 226:22 grounds 62:10,18 87:18 group 165:23 188:4 250:8 grouped 242:2 groups 165:22 173:14,24 175:17 240:25 gsa 185:4 [REDACTED] guess 16:2 65:22 114:5 143:16 151:21 153:21 160:7 176:21 181:13 188:21 190:5,19 230:4 248:25 guidance 159:6 160:4 191:9 guide 160:19 guidelines 10:20 144:5,11,14 guy 87:6 h h 67:15 hand 160:20 273:21 handle 124:6 141:8 handling 140:14 141:2 142:7,18 144:6 handwriting 54:5 54:13 hank 82:21 92:20 happen 124:12 196:2 happened 115:2	happens 115:1 happy 21:22 29:19 34:2 50:1 53:23 54:20 57:7 74:23 90:1 95:14 120:7 124:16 201:12 203:4,16 222:17 222:19 224:1 226:5 260:3 269:24 harassment 222:12 hard 15:2,9,16 165:10 221:8 header 215:15 headers 64:24 heading 205:1 216:23 220:20 health 17:17 18:17 20:11 28:8 42:9 42:13 43:4 44:22 46:17 47:3 108:4 121:21 122:7 156:8 194:12,15 194:17,18,19,24 195:2,4 254:22,24 264:17,20,24 265:6 266:1,13 268:10 healthcare 265:5 hear 6:23,25 63:6 154:8 268:15 heard 24:21 35:3 109:10,12,17 held 1:19 help 83:15,18 102:4 249:2,7 helpful 29:20 161:21 190:19 helton 2:21 61:8 149:16	hennigan 2:4 hereinbefore 273:11 hereunto 273:20 higher 170:2,6,9 174:12,18 178:13 178:14 199:7,11 hildebrandt 7:5 9:7,8 18:6 205:15 209:5,23 216:16 217:10 218:3 221:19 225:24 226:18 242:20 hildebrandt's 17:21 204:10 206:3,13 209:8 210:15 211:7,22 211:24 212:8,13 213:3,10,18 214:18,23 216:4 216:19 217:20,25 219:22 220:13 223:13,16 224:2 224:11 228:21 231:1,4 232:11 234:19 235:7 241:21 244:6 hire 141:22 historical 160:16 164:15 177:9,12 historically 164:19 180:3 history 170:22 182:14 hoc 205:15 208:24 hold 15:7,11,14 16:14,16,18,22 17:1,4 28:17 29:6 holding 168:7 174:9,15 178:15 187:7 195:20
--	---	---	--

CONFIDENTIAL

[holds - incorporated]

Page 21

holds 15:22 home 201:5 202:12,22,23,24 203:18,19 204:11 204:12 205:9,12 205:20,25 206:11 206:17,19,23 207:18,21 208:5,9 208:15,18 209:2 209:11 210:1,13 210:21 211:3,9,19 211:25 212:6,16 212:23 213:6,17 214:3,5,7,12,20 215:3,22 216:1,7 216:10,20 217:5 217:12,22 218:6,8 218:10,15,17 219:2,5,8,13,21 220:9,15 221:9,16 222:5,23 223:8,10 224:4,8,14,25 225:15,16,23 226:11,16 227:12 227:22 228:4,9,11 240:16,17 241:15 241:24 246:19 homework 95:2 95:10,11 130:3 honestly 65:11,19 260:18 honor 131:23 honored 131:19 131:22 135:24 136:8,19 hood 11:24 12:2,5 12:8 32:9 35:22 42:21 43:2 44:9 44:11,18 45:21,24 66:22 70:17 91:23 92:1 111:11	274:14 hood's 12:9 34:14 94:10 95:5,20 96:10,20 110:2 hour 86:2 193:7 229:2 hours 61:18,19 270:25 house 61:6 howard 2:23 3:17 hr 174:7 hsu 67:16,17,18,18 67:19 hsu's 67:24 hueston 2:4 hueston.com 2:9 hundred 200:7 hundreds 220:2 hyatt 171:6 hypothetical 161:13 162:19 168:6,13,21 169:9 169:17 170:12,14 170:20 174:14 179:24 180:24 183:21 253:3 i ibm 43:3,13 idea 93:18 169:11 196:3 identical 176:16 identification 37:8 42:22 57:14 63:24 81:5 86:12 91:19 201:21 identified 111:6 112:4 115:24 122:15 125:25 222:23 identifies 231:21	identify 58:11 121:24 124:9 215:18 231:18 235:18 identifying 265:13 ii 107:2,6 imagine 195:22,24 198:23 immediate 211:15 impact 168:8,16 187:7 195:18 199:1,8,11,18,19 200:18 impacted 169:22 169:24 197:2,13 impacts 200:17 implementation 177:10 251:18 implemented 249:12 implied 134:7 import 104:22 important 111:4 inaccurate 140:11 include 128:12 165:18 172:21,22 172:24 174:25 175:4 220:12,12 included 28:12 119:9 197:23 201:1 202:25 206:1 217:12 219:18 221:17,18 232:20,21 234:1 234:16,17,25 235:15,16 239:12 239:16 249:18 255:17 257:20 259:12 262:16 includes 71:12 129:4 130:20	134:16 205:1 232:11 including 15:9 93:3 97:2 107:14 108:11 118:20 120:11 121:8 132:13,20 144:10 205:14 210:17 234:20 240:22 242:20 270:6 inclusion 233:22 233:23 incomplete 161:12 162:18 168:6,12 168:20 169:8,17 170:11,20 174:13 179:10,24 180:23 183:21 253:2 inconsistencies 260:2,2 inconsistent 42:2 145:17 incorporate 209:14 229:25 234:13,23 255:22 incorporated 5:2 203:20 204:13 208:19 209:12,17 209:20 211:4,20 223:12 225:17 228:12 229:19,20 230:3,18,22,25 231:7 232:2 240:7 241:10 248:10,23 249:17 250:4,11 254:16,18 255:11 256:4,9 262:24 263:7 265:1 266:17 268:20 269:3
--	---	--	--

CONFIDENTIAL

[incorporates - insurance]

Page 22

incorporates 224:9 230:15	industry 162:4 163:1,2 171:20,22	140:15 141:3,6,8 142:8,19 143:6	instantly 217:2
incorporating 241:19 248:13,15	inform 34:18	144:7,11,21 150:6	instruct 23:21 31:22 47:22 50:24
incorrect 249:8	information 10:19 22:7,13,13,17 25:5	150:16,22,23	61:24 62:17 65:15
increase 187:12 195:23	26:22 35:11,21 40:23 41:9 46:7	152:16,19,19,20	72:4 84:1 139:20
increased 174:18 178:19 268:11	49:16 50:16 61:21 61:23 62:6,13,15	153:4,6,11,14,17	260:10
incurred 117:14	66:4 67:2 68:3,18	154:6,15 155:4	instructed 23:1 51:1
independently 248:20	68:24 69:24 70:3 70:6,10,12 71:13	156:6,16,22 157:2	instructing 48:10 48:16
index 175:3	71:15 72:9,12,14	158:2 162:3,8	instruction 48:20 50:22 51:3 260:15
indicate 43:18	72:15,20,24 73:3	179:11 180:11	instructions 120:14 122:19,25
indicated 18:16 36:15 70:11 95:4	73:18,23 77:12	202:8 206:22	123:12 124:1,5
95:20 115:15	78:1,4 80:17	209:10 212:16	127:16,20 128:3
127:23 236:11	82:14,18 93:18	214:5 217:12	insurance 9:9 32:8
indicating 10:16 36:18 54:22,25	95:9 98:11,14	220:18,24 224:22	32:16,21 33:8
55:13	99:1,13 103:12,14	228:8,10,14,14,23	34:5,19,23 35:3
indications 251:10	103:15 104:16	232:16 236:10	36:10,19,25 39:3
individual 184:22 221:4 240:12	105:18,23 106:24	238:2,19,22,25	39:22 40:25 66:16
265:19 267:7	108:4 109:7,25	239:5,9,13,13,17	68:5 69:10 70:8
individual's 265:16	111:4,6 112:3,4,6	239:23 247:13,18	71:17 72:22 73:13
individually 205:6 205:7	112:10,15,21	251:7,14 252:13	73:20,24 74:3,7,11
individuals 6:21 7:2 8:8 19:5 31:12	113:1,5,9,14 114:8	263:20 264:1	74:20 75:1,21
33:2,12,20,24	114:9,20,24 115:3	informed 32:20,20	76:5,14 77:7,13,19
56:24 78:4,5,11	115:4,5,11,13,15	33:13 34:3,4 35:7	78:16 79:18,24
104:3 119:8,20	115:17,24 116:2,7	38:25 39:19 40:14	80:1,4,12,19 81:1
121:8 122:15	116:11 117:23	40:17	82:1,10,17 84:19
126:1 132:12	119:1,7,10,14,21	informing 41:16 129:7	85:1 87:16 88:11
164:13,14,18,20	120:2,10,12,15	initial 162:16	89:2,13,20 90:5,15
261:18 266:20	121:4,13,15,17,20	initially 262:6	90:20 92:8,15
268:9	122:11,21 123:2	initiated 131:25 137:13	93:9 166:11,15,17
industries 172:13	123:14 124:7,10	ins 29:7,9,11	166:23 167:4,16
	124:18,25 125:4,8	insights 247:21	167:16,23 183:7
	125:8 126:2,6,14	insisting 102:20	194:1,12,17,20,24
	126:21 127:5,18	instance 36:19 115:2 205:21	195:2,4 248:4,7,8
	127:24,25 128:6	230:2 249:15	248:12,14 254:24
	128:10,14,21	instances 24:15,17 25:7,8 27:1 124:9	264:18,20,24
	129:1,6,12 133:4	127:25 132:5,10	265:7,19 266:1,13
		175:14	267:8

CONFIDENTIAL

[insure - karp's]

Page 23

<p>insure 265:16 266:4,25 267:5,22 268:4 integrate 246:6 integrated 244:4 245:7,8,14,15 246:16 270:2 integrating 175:22 221:22 246:5 integration 177:18 223:21 intelligence 220:22 intend 52:8 intended 39:1,20 interacting 118:19 interaction 78:11 93:5 interactions 77:6 78:11 interested 109:9 109:14 238:6 273:18 interface 211:10 internal 141:24,24 143:4,15,22,25 158:24 167:11,25 173:12 187:18,23 188:1 220:24 232:12 internally 27:1 interrogatories 37:7 38:3 57:13 57:18 201:20 202:1 274:12,18 275:2 interrogatory 38:5,9,17 39:18 40:2,4,13 41:5,10 41:14 42:6 46:10 58:4,8 59:3,9</p>	<p>155:15,17 201:10 201:11 202:5 235:16 236:12 interrogatory's 59:18 interrupt 114:2 121:1 intuition 189:8 intuitive 188:24 involve 267:4 268:8 involved 15:7 75:16 90:19,24 93:25 197:7 240:2 251:9 253:12,23 254:1 262:21 267:7 involvement 77:12 involving 73:12 97:5 ip 43:10,25 44:3 44:10,20 45:5,10 93:25 220:24 irrespective 104:24 234:1 isolated 196:7,20 issue 17:11,23,24 18:2 20:17 21:18 31:10 51:8,15 53:4 54:25 55:14 56:8 85:25 96:6 148:17 193:17 201:14 203:21 208:18 227:4 230:17 240:18,23 241:17 242:13 248:24 250:22 252:16 254:25 262:18 issued 15:22 16:15 16:16,20,23 17:2,5</p>	<p>17:8 issues 60:16 104:25 items 114:23 115:11 125:7</p> <hr/> <p>j</p> <hr/> <p>jackson 52:19 56:4 jackson's 56:17 jain 88:21,22 90:14,25 91:8,23 91:25 january 58:13 101:16 103:23 104:5 107:23 142:10 143:11 144:3 jeremy 263:24 job 8:24 join 6:7 179:7 joined 6:8 jose 3:13 josé 1:3 [REDACTED] [REDACTED] july 51:21 52:4,21 55:1,15 56:2,13 57:2,6 98:9,23 107:23 119:2,3,9 119:11 120:2,11 121:2,6,18 122:11 122:21 123:3 124:12,19,24 125:5 126:3,6,15 127:19 128:7,8,12 128:15 129:2 155:10,12,25 jumping 183:17 june 6:9,9,11 57:2 97:11</p>	<p>k</p> <hr/> <p>k 4:5 148:5 karp 7:4 9:15,16 11:8,9,10 12:11,14 12:22,24 13:9,14 14:3,5,17,22 15:3 15:6,17,20 31:4 32:9 35:22,25 36:1,3,5 62:19 66:23 67:14 69:8 70:17 75:15,15,19 75:25 76:1,9,13,20 76:23 78:8 79:11 91:23 92:1 99:4,5 99:7,20 104:14,17 105:19 106:10 107:13,14 108:10 108:16 109:23 110:17 111:1,17 116:1 118:20 119:20 121:9 126:7 128:15,18 129:2,8,17,20,22 130:2,6 132:13 133:11 134:1,5,14 134:23 135:5 136:22 137:1 144:9,18,23,24 145:4,13,23 146:2 148:20 154:24,24 155:12,25 156:2,4 156:11,11,17,21 156:23 157:1,25 karp's 11:16,17,19 13:20 76:10 77:5 77:8,12 99:21,23 100:2 106:1 108:12 111:9 129:3,4 137:11 145:15 156:8,22</p>
--	---	--	--

CONFIDENTIAL

[kawasaki - laura]

Page 24

kawasaki 78:9 121:9 124:19 125:7,18 126:1,4 126:12,13 127:4 127:16,21,22 158:1 kawasaki's 124:21 125:14,15 127:10 128:11 keep 104:18 105:17,22 256:6 keeping 150:6 163:24 kelly 62:22 kept 111:4 112:11 113:8 114:10 127:25 134:19 143:7 ketterling 18:5 24:14 26:24 27:7 27:12,20 107:15 256:17 259:17 260:7,17 ketterling's 24:11 27:25 258:10 265:23 kevin 78:9 kg 263:23,24 kgaa 255:3 261:19 kind 43:23 113:1 161:1 166:8 172:8 238:2 kinds 136:24 knew 32:3 35:6,13 35:18 66:15,18,20 69:9,12 153:13 know 5:10 6:23 8:15,24 13:11,12 14:13 15:6 16:4 16:15 17:14 20:16 20:17 21:3,23	22:24,25 25:17 26:1,21 27:7,8 28:20 29:1,2,11 30:10,18 31:7,25 32:1,12 33:9,9,16 34:1 36:22 37:19 41:17,23,25 42:2 43:25 44:4 45:1,8 46:2,15 53:6,10,16 59:16 60:7,8,18,19 63:18 64:22 68:24 69:1,3 70:16,21 72:11,12,13 73:10 74:21 75:2,25 77:9,25 78:2 80:8 84:11,15 85:11,12 85:22 87:5,5,21,22 87:22,23 88:17 89:5,6 90:8 93:14 93:15 96:19 97:21 99:6,11,24 101:3 102:9,17 103:21 103:21 104:13,19 105:19 106:19,21 107:24 108:2,19 108:19 109:16 111:5,21 113:24 114:7,12,12 115:12,14 117:2 118:16,19 119:18 121:6,11 125:8 126:11 128:2 129:4,9 131:19 133:3,11,20 134:20 135:1 136:22 137:12,16 137:23 138:25 139:10 140:8 151:21 154:23 156:10 158:12,16 158:18 159:13	160:21,23 162:2,3 163:1,7 167:18,21 168:22 169:20 173:17 174:19 175:2 177:16 178:20 181:1,24 181:25 182:18 183:4,10,10,12 184:8,14 188:10 189:8,21 191:1,7 192:6,7 196:20 197:5,6,11,12 203:16 204:8,9 213:16,21 214:3 215:2 218:24 222:14,21 225:9 225:19 227:22 230:4,13 231:11 235:6,10,12,22 238:21,23 240:13 243:13,14 244:2 244:21 245:5,6,10 245:17,23 246:11 246:17,20,23 247:2 251:15 254:14,17 255:9 256:1 257:16 258:8 259:11,12 261:17 263:19 268:14,15 269:25 knowledge 31:19 37:14 50:19 69:17 76:6,7 78:20 88:3 95:1 97:19,22 98:4 99:22 105:24 106:3 125:13 128:25 155:18 157:22,23 158:7 164:24 171:4 177:12 187:3 191:22 196:12,15	198:5 224:3,8 227:3 254:6 263:21 269:23,25 knowledgeable 157:18 known 21:5 66:21 66:23 164:24 kt4 7:17 37:6 38:2 106:17,21 274:11 I I 1:9,13 2:12,15 3:9 4:5 57:22 148:5 lack 130:8 lacks 12:17 13:1 24:19 44:24 93:12 130:1 260:25 262:12 264:21 language 94:15 98:21 101:18 102:11,13 110:19 128:2 145:2,3 228:18 241:7 242:6,25 246:20 laptop 27:2 laptops 27:10 large 172:10 184:23 200:20 242:7 larger 170:3 199:14,25 268:10 late 34:6 launch 25:15,20 26:3 launches 24:23 26:13 laundering 173:18 176:4,6 laura 1:18 3:4 6:4 272:7,16 273:10 274:4 276:3,21
---	---	---	---

CONFIDENTIAL

[lauren - looked]

Page 25

lauren 7:5 17:15 107:15 119:20 257:17 267:14 268:17 lauren's 257:23 laurie 1:21 3:21 273:6,24 law 102:9 131:14 207:14 lawyer 6:5 lays 191:9 lead 80:17 82:15 178:14 leaders 8:23 leadership 118:20 123:9,10,16 124:3 leads 174:11,12 learn 30:24 31:2 32:14 41:2 42:7 46:5 47:15 93:11 learned 36:1,4,9 36:18 37:15 38:18 39:11 40:7 41:12 42:11 48:3,18 49:1,12,18 50:6 led 81:24 legal 3:18,19 6:13 47:9 49:24 68:4 71:14,16 100:13 100:21,24 101:23 104:22,25 110:9 110:15 131:7,10 131:12 135:21,22 186:19 legally 104:19 130:16 131:12 151:23 length 58:15 lengthy 258:14 level 77:16 84:17 189:7,12 226:3	266:10 268:13,16 leverage 165:1 license 158:8 159:23 165:16,19 169:4,22,25 173:11,17,20 181:2 187:12 188:20 198:6,7,8 198:19 203:5 204:10 206:16,17 206:20,23 210:17 213:4,11,19,24 214:18,22 216:5 216:18 217:21 218:4 219:23 220:12 224:12 231:10 232:13 234:13 251:6 252:7,13,18 257:23 licensed 162:5 186:16 192:1,8,14 192:21,25 202:24 233:3,24 234:21 234:23 240:17,21 241:19 266:17 licensee 198:13 licenses 171:23 licensing 157:5,6 157:17,19,24 160:16 167:13 168:15 169:6,13 170:16,22 171:13 180:4 184:17 187:10 198:21 203:11 216:14 218:1 241:9,13 251:24 260:23 261:21 269:9 licensor 198:15	lie 268:4 likelihood 268:11 limited 52:4 157:10,12 173:17 195:16 limits 195:20 line 43:3,7 54:7 64:16,19 67:4 92:3,5 172:5 236:9,9,14,14 276:4 lines 232:16 link 43:12,15 44:2 list 7:9 114:23 134:21 135:4 136:23 158:21 160:19 196:21 202:20 206:20 233:19,22 234:20 234:25 238:13,16 240:15 243:3 244:17 245:21 250:7 253:7 listed 60:11 65:22 229:11 230:13 234:12 240:5 254:20 listening 130:3 literally 156:18 169:11 173:25 176:16 litigation 10:7,9 11:6 15:7,8,12,14 15:22,23 16:14,16 16:18,22 17:1,4 22:15,19 28:17 29:4,6 30:7 77:9 77:10 97:5 105:2 142:13,16 206:5 206:15 207:2,7,10 207:13 213:17	215:1 217:23 220:3 little 85:24 86:1 149:13 185:16 187:24 191:21 live 22:11,20 175:2 llp 2:11 loaded 27:2,10 located 1:20 3:19 location 3:5 log 63:23 64:3 66:11 70:22 274:20 logged 64:16 logically 267:10 long 61:15 67:15 148:23,25 149:10 238:1 longer 149:13 look 17:22,24 21:23 31:9,13,25 34:2 40:3,6 53:23 56:21 62:9 85:20 90:1 95:18 101:5 120:7 124:15 125:11 126:21,22 137:11 143:18 155:5,14,16,22 160:15 162:11,23 163:6,10 164:9 171:18,22 173:6 177:4,6,20 180:8 182:12 188:14 191:24 201:13 203:4,7,16 217:19 218:19 219:13 224:1 226:15,19 231:9,23 246:14 260:3 268:3 looked 28:7 31:11 31:11 33:16 59:17
---	--	--	---

CONFIDENTIAL

[looked - means]

Page 26

60:21 85:19 122:12 127:14 138:12 183:2 193:23 244:4 246:1 258:21 259:6 268:16 looking 17:20 38:13 41:10 71:2 83:2 89:7 95:17 111:8 113:3 125:22 128:4,22 142:23 155:20 160:22 162:22 165:9 168:2 171:16 172:1 175:13,19,20 176:20 177:15 183:12 184:21 188:18 196:16 202:8 204:8 226:4 228:2,20 231:16 243:1 249:20 251:24 256:3 257:22 258:15 267:13 looks 38:7 57:25 64:5 94:16 172:15 los 2:7 lost 38:16 146:8,11 146:12,17,22 147:1,4,8,11,14 lot 22:3 73:21 95:9 95:9,11 96:4 118:20 122:12 140:19 155:9 157:22 159:11 160:13 162:2 164:15 178:5 184:1 187:25 191:22 223:17 226:23 230:24	236:4 lower 170:4,6,7,10 170:17 174:11 m machine 24:23,24 magnitude 198:25 199:19 200:17 mail 39:13 42:20 43:1,10 44:18 45:2,10,12,21 46:4 59:23 62:24 63:2 63:5,5,7,12 64:18 64:24 67:8 68:3 71:13,21,25 72:9 72:13 81:9,10,14 81:19 82:21 84:12 84:18 85:14 86:14 86:17 88:23 89:6 89:23 90:2,8,13 91:22,25 92:18,19 92:20 93:7,16,16 93:20 94:11,11 95:5,20 274:13 mails 81:4 86:11 91:18 160:24 274:21,22,23 maintain 103:13 106:23 109:8,24 112:2 152:15 155:4 maintaining 150:21 makers 179:15 making 135:16 153:9 154:22 163:16,25 222:2 manner 205:12,24 205:25 208:18 210:8,9,12,20 211:3 214:12 219:7,10 220:14	236:2 242:10 255:12 259:11 mapped 243:23 246:22 marc 1:9 2:12 3:9 4:18 35:2 57:12 57:17,22 58:12 64:19,25 66:5 67:25 68:8 71:8,9 71:16 73:12 86:17 93:5 101:14 107:1 151:1 201:19,25 274:16 275:1 maria 2:22 61:8 mark 51:4 marked 10:1 37:4 37:8 42:21 57:13 62:21 63:23 81:4 84:12 85:15 86:10 86:11 91:18 201:21 204:17 market 43:11 162:24 165:13 171:17 172:21 188:16 195:22 199:15,20 200:1,5 200:6,9,12,14,16 200:20 marketing 266:21 markets 184:21 marriage 273:17 material 260:2 materials 5:20 15:2,9,10,16 22:3 73:22 144:5 159:11,19 160:3,9 160:11 161:1 212:21 223:18 math's 193:7 mathematical 188:25	matt 7:6 8:17,20 8:21 61:8 67:14 149:16 171:3 matter 3:8 7:16 10:22 40:5 51:9 51:16,19 52:18 77:7 154:16 155:17 175:16 198:7 273:19 matters 8:11 31:17 227:2 matthew 2:21 mayer 61:3 maze 62:22,23,24 mcgrew 87:25 88:4,7,10,14,18 mean 10:6 13:19 14:13 16:1,5 21:12 44:1 49:8 75:6 94:4 102:14 102:21 103:8,9 108:14 112:19 132:17 140:16,18 151:20 158:12,19 158:20 159:22,23 171:14 173:6,13 173:15,23,25 174:1,3,4,22,24 177:22 178:25 181:5 182:4 189:21 195:25 197:16,18,25 198:1,20 209:13 209:14 229:25 230:2 242:15 245:23 248:16 252:5 meanings 140:20 means 16:4 44:4 63:15 198:6 225:12 228:17
---	--	--	---

CONFIDENTIAL

[means - natural]

Page 27

<p>245:17 meant 44:11 71:2 93:14 113:10 143:7 144:12 161:19 185:16 mechanism 227:6 227:20 media 272:5 meet 35:2 60:25 61:15 meeting 9:13 35:10,14 39:14 58:15 66:9 87:7 88:24,25 89:8,11 119:6,9,23 131:1 132:11,22 155:24 156:12 meetings 59:14 60:11 61:9,12,13 89:16 119:7 121:12 122:16 126:18,19 156:8 melody 7:5 9:8 17:15 241:21 melody's 229:22 member 211:12 214:8 215:11 members 221:4 224:24 226:9,10 240:2 memorialize 129:22 memorialized 62:6 68:18 203:15 memorize 209:7 218:23 225:25 259:5,10 memorized 213:7 214:1,16,25 220:6 222:18 223:22 224:19 225:9</p>	<p>235:10 mental 146:5,7 mention 12:13,24 13:8 41:15,16 mentioned 8:8 19:5 61:16,21 70:13 126:7 134:8 152:2 154:23 171:11 173:4 176:9 177:21 178:23 185:13 202:12,13,13 224:7 229:8,9 237:25 259:23 [REDACTED] [REDACTED] [REDACTED] [REDACTED] meskell 94:12,17 94:21,21 95:4,13 95:19,24 96:11,15 96:20,23,24 meskell's 94:23 95:17 96:14 message 44:9 met 6:21 58:14,20 61:2 155:11,19 156:14 method 188:5,18 214:7 215:10,16 216:24 217:5 220:21 221:9,22 222:5,7,9,23 224:21,25 225:4 225:11,15 227:12 methods 248:19 249:19 254:18 metric 233:22,23 267:8</p>	<p>mind 51:11 106:7 107:18 111:8 126:10 128:22 135:22 173:3 266:22 270:9 minimal 40:24 minute 77:16 85:24 minutes 63:10 148:25 149:12 193:8 236:19 misappropriate 50:16 misappropriated 46:6,12 49:13,19 misappropriation 46:22 47:1,3,5,16 48:4,11 49:2 50:8 50:11 98:19 215:9 missed 215:12 missing 87:11 178:11 misspelled 85:3 misspoke 251:17 misstates 39:23 40:18 75:24 81:17 82:4 103:3 169:15 189:19 205:22 208:11 210:4 212:1 218:12 233:7 234:4 235:5 misstating 127:9 mister 68:9 misunderstanding 239:1 misused 49:13,20 misusing 98:15 99:13 153:15 154:15 mixing 122:16</p>	<p>model 242:22 243:1 246:8 modify 8:5 [REDACTED] [REDACTED] [REDACTED] moment 108:21 202:6 money 117:8 137:18 173:18 176:4,6,24 months 203:10,13 morning 3:2 4:11 4:22,24 move 220:18 moved 178:5 multimillion 172:12 multiple 26:16 129:12 166:18,24 179:6 185:24 186:2,4,8 190:12 190:14,16 191:14 215:16 muted 87:18 myer 61:3,3</p> <tr> <td colspan="4" style="text-align: center;">n</td></tr> <tr> <td colspan="4"> <p>n 1:13,13 2:1 4:5 148:1,1,1,5 274:1 n.w. 2:13 name 3:17 6:2,4 62:22 85:3 named 7:13 67:15 82:20 86:15 87:15 88:6 names 19:17 20:4 20:22 67:14 narrow 187:24 natural 8:13,18 18:17 20:11 28:9</p> </td></tr>	n				<p>n 1:13,13 2:1 4:5 148:1,1,1,5 274:1 n.w. 2:13 name 3:17 6:2,4 62:22 85:3 named 7:13 67:15 82:20 86:15 87:15 88:6 names 19:17 20:4 20:22 67:14 narrow 187:24 natural 8:13,18 18:17 20:11 28:9</p>			
n											
<p>n 1:13,13 2:1 4:5 148:1,1,1,5 274:1 n.w. 2:13 name 3:17 6:2,4 62:22 85:3 named 7:13 67:15 82:20 86:15 87:15 88:6 names 19:17 20:4 20:22 67:14 narrow 187:24 natural 8:13,18 18:17 20:11 28:9</p>											

CONFIDENTIAL

[natural - numbered]

Page 28

46:17 47:4 108:5 125:1,10 156:7 195:8 268:20,25 269:3,5,19 nature 115:6 122:20 123:2 153:16 nda 51:7,21,25 52:3,13,20,24 53:3 53:5,7,14 54:12,22 54:25 55:14 56:8 56:21 57:5 70:13 155:10 necessary 95:2 152:4 179:19 247:8,12,17 necessity 217:15 need 113:20 124:15 125:10 126:21 137:10 162:2,3 179:7,9,20 180:1 211:15 223:4 225:5,6 236:19 244:5 needed 5:13 needs 114:10 165:16,16 negotiate 189:14 negotiated 191:5 negotiation 189:17 189:24 negotiations 53:13 56:7 57:5 network 28:13 141:24 143:4,15 143:25 220:25 224:23,24 226:8,9 226:11 238:19,22 238:24 239:4,8,18 240:3	networks 215:18 221:4 new 1:23 3:20,20 74:19 86:25 141:19,22 161:7 164:17 273:2,4,8 news 43:13 noncontemplated 252:17 nondisclosure 51:14,17 103:23 114:7 nonecosystem 187:22 nonexclusive 198:9 nonpublic 152:19 nonsubstantive 237:22 normally 115:1 133:22 143:3,4 northern 1:2 3:12 57:23 notary 1:23 4:7 148:7 272:23 273:7 276:25 note 4:13 30:4 120:20 146:3,5,7 219:1 259:7 noted 4:21 147:20 148:2 272:12 notes 129:16,19 130:7,12 145:22 146:1 notice 1:21 4:14 5:19,22 12:19 13:5,18 14:9,21 15:7,11,19 16:14 16:16,18 17:13 18:13 19:14,23 20:21 21:7 22:23	23:7 25:24 26:20 27:6 30:9,11 37:17 39:25 40:20 41:21 44:14,24 45:19 46:14,25 47:19 48:8,16 49:4,25 55:20 56:15 59:2 60:2 60:15 67:3 73:7 77:2 78:18 83:2 85:8,17 87:20 88:2 89:4 92:11 95:8,22 96:3,18 117:10 118:4,15 132:2,8,25 135:10 135:20 136:15 137:6,22 138:19 138:24 142:21 181:23 182:17,24 183:20 187:1 191:20 192:5,17 193:22 195:1 197:4 203:25 205:11 207:4 210:23 211:17 212:10 213:1,14 214:11 215:24 217:7 219:19 221:11 225:2 226:13 227:16 232:6 233:8 234:5 235:4 239:21 241:2 244:20 245:4 247:16,23 249:6 251:3 252:4 253:2 254:13 255:8 258:5 259:16 261:2 263:2 264:23 269:22	notices 16:23 17:2 17:5 notifications 211:14 notified 211:12 notion 90:23 notional 28:14 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] nuance 136:6 178:10 241:7 242:6 nuanced 224:17 nuances 109:21 number 3:10 6:19 6:20 19:15 28:1 32:12 58:5,8 60:7 63:18 64:8,13,17 67:4 78:9 95:10 107:2,6,16 109:4 115:7 118:22 124:23 127:7 128:19 133:17 156:24 158:1,6 162:6 163:9 165:7 165:15 173:25 174:3 189:9,11 201:12 205:21 206:4 210:21 212:14,24 213:16 214:4 216:22,23 220:4 221:7 223:8 231:19,21 262:23 270:1,10 272:5 numbered 205:6,7 263:6 264:9 269:7
---	---	---	---

CONFIDENTIAL

[numbers - okay]

Page 29

numbers 203:6,9 203:12 218:25 220:7,17 258:20 264:15 numerous 19:5 104:2,2,13 105:20	110:8 112:17 113:17 116:15 117:9 118:3,14 120:4 129:25 130:11 131:9 132:1,7,24 134:10 135:9,19 137:5,21 138:4,10,17,23 139:4 142:20 145:24 151:3 152:7 154:10 159:10 160:6 161:12 162:18 164:2 165:6 166:13 167:6 168:11,20 169:8 170:1,11,19 174:13 179:23 180:20,23 181:22 182:16,23 183:8 183:19 186:5,14 186:25 188:8 189:19 190:18 191:18 192:4,16 193:21 194:25 197:3 199:2,13,21 200:11,19 203:23 203:23 205:10,22 207:3,23 209:3,15 210:4,22 211:16 212:1,9,25 213:12 214:10 215:23 217:6 218:12 221:10 222:11 224:5 225:1 226:12 227:15 229:17 230:10 232:5 233:6 234:4 234:8 235:3,20,21 238:20 239:20 241:1 244:19	245:3 247:14,22 249:13 251:1 252:3 254:12 255:7,23 256:25 258:4 259:2 260:9 260:25 262:12 263:1,15 264:12 264:21 267:23 268:5 269:20,21 objections 13:10 15:25 20:8 26:6 37:6 38:2 45:7 47:8 50:9 57:12 57:17 59:15 89:14 117:15 161:24 169:3 192:23 193:3 201:19,25 204:7 207:8 233:12 234:9 240:4 272:3 274:10,16,25 obligated 10:19 112:1 137:25 138:7 obligation 131:7 137:19 obligations 13:21 22:15,18,19 30:3 106:12 108:2 111:24 134:18 135:6,8,13,17 obtain 70:10 obtained 70:3 obtaining 68:4 71:15 133:14 obviously 185:23 219:17 268:9 occasions 26:17 104:2,13 105:21 129:12 145:11	occur 125:17 243:10 245:1 occurred 41:5 53:2 60:13 145:6 145:7 october 38:25 odd 11:14 offer 131:20 132:10 134:22 135:1 166:6 offered 167:17 230:21 offering 166:17 offers 130:22,23 131:7,16,23 133:7 133:20 134:2,8,18 135:17,25 136:24 137:3 office 52:23 offices 3:19 58:12 119:5 oftentimes 164:18 175:10 180:2 187:11 189:24 oh 61:5 66:13 68:9 92:18 237:13,22 260:16 oil 270:2 okay 4:15 6:25 10:10 37:25 38:8 38:11,15 39:9 45:14 57:15 60:24 63:25 64:14,15 66:13 70:2,23 71:4 81:6,18 86:13 102:16 120:23 140:24 141:16 142:14 146:7 159:16 162:13 167:7 169:23 174:5
---	---	--	--

CONFIDENTIAL

[okay - page]

Page 30

177:8 190:8 201:15,16,22 202:4,6,12 203:9 204:15,18,25 208:14 209:24 214:7 218:20 221:25 222:25 223:5,7 225:14,15 228:25 229:7,14 233:21 234:7 236:17 238:9,11 238:17 239:25 250:9 252:25 253:6 265:9 older 176:18 onboarding 141:18,22 once 98:19 99:11 188:12 ones 32:11 106:7 107:17 132:15 151:9,11 165:8 203:22 248:18 270:8 ongoing 116:18 ontologies 244:22 246:24 247:2 ontology 178:5 205:14 209:22 216:25 217:13,16 217:18 232:21 234:17 242:14,16 242:17,22 243:15 243:16,21,23 244:1,3,13,16 246:7,10,16,22,23 247:7,8,10,12,17 onwards 167:13 open 5:12,15 163:22	opens 25:16 operate 26:13 74:12,19 133:19 244:2 operating 75:8 76:16 78:3 113:2 136:19 192:3,11 242:23 opinion 231:17 opportunities 81:1 133:15 195:21 opposed 7:11 16:2 123:21 183:17 194:6 198:8 203:13 250:24 optimization 255:16 256:19,21 257:12,20 oral 16:2 90:13 100:4,8,18 101:13 101:20,25 102:22 102:24 103:17,22 104:7,11 105:2,9 105:16 106:4,14 106:17,24 107:3 107:10,21,22 108:9,17,24 109:11,19 110:7 110:24 111:24 112:7,14,20 113:12,13,16 114:17,21 115:20 116:13 117:1,18 117:24 118:11 149:20,22 150:10 150:14,18,25 151:22 152:2 154:22,25 order 110:6,14,22 176:25 179:14 188:15 271:8	ordering 181:3 orders 271:3 organization 172:23 174:7 211:11 225:22 227:9,14 232:24 232:25 244:16 organizations 208:25 211:11,13 214:9 215:11 224:23 226:19,23 227:6 228:15 239:19 240:12 241:23 244:14 organized 173:1 outcome 273:18 outlined 221:20 outset 175:8,10 179:21 180:2,2 outside 10:6,8 11:6 12:18 13:4 13:17 14:8,20 15:18 17:12 18:12 19:13,22 20:21 21:7 22:22 23:6 25:23 26:19 27:5 30:9 37:16 39:24 40:19 41:20 44:13 44:23 45:18 46:13 46:24 47:18 49:3 49:24 55:19 56:15 59:1,2,25 60:14 62:13 67:2 73:7 77:1 78:18 79:6,8 80:19,19,20 82:1 82:10,17,17 83:23 85:7,16 87:19 88:2 89:4 92:10 95:7,21 96:3,17 97:14 117:9 118:4 118:14 132:2,8,25	135:10,19 136:14 137:6,22 138:18 138:23 139:23 142:16,21 149:4 181:23 182:17,23 183:9,20 186:5,25 191:19 192:5,16 193:22 195:1 197:4 203:24 205:10 207:4 210:23 211:17 212:10,25 213:13 214:10 215:23 216:14 217:6 221:11 225:2,21 226:13,24 227:16 231:4 232:6 233:7 234:5 235:3 239:21 241:2 244:19 245:3 247:15,23 249:5 251:2 252:4 253:1 254:13 255:8 258:4 260:13 261:1 263:2 264:22 269:21 p p 2:1,1 4:5 148:5 p.m. 147:20 148:2 272:9,12 pacific 3:16 272:9 page 5:15 37:24 38:10,11,16,23 39:10 43:17,18 58:1,2,5,18,18 60:11 67:5 70:22 94:20 158:25 201:24 202:4,7 204:25 205:5 220:19 229:13 238:10 240:1
--	---	--	--

CONFIDENTIAL

[page - palantir's]

Page 31

256:4 271:10	77:17 78:4,12,22	154:14 155:1	palantir's 23:16
274:3,7 276:4	79:4,16,22 80:10	156:21 157:4,19	24:23 25:2 28:13
paid 117:7 137:18	80:16,20,24 81:2	158:10,22,23	31:19 33:17 37:5
181:20 183:18	81:24 82:2,8,10,14	159:4,9,12 160:9	38:1 39:12,17
palantir 1:5 2:21	82:17 85:13 86:24	161:8,22,23,25	41:17,22 49:15
2:22 3:8 5:1,23	86:25 87:13 88:4	163:4 164:13	53:4,6 55:1,14
6:5,7,8,11 7:17,20	88:24 89:9,10,19	165:1 166:22	56:8 57:11,16
8:21,25 9:4 10:4	89:24 90:4 93:11	167:3 169:4	63:22 64:2 68:17
10:12,17,18 11:1,2	93:19 94:1,1,4,17	170:15 171:12,18	69:14,16 75:7
11:6 13:25 15:1,8	97:11 98:8,13,24	171:22 172:15	76:15 78:1,2,3,13
15:15,23 16:14	99:9 100:3,5,6,8	173:16 181:13	78:20 80:2 88:8
17:9,16,25 18:9	100:17,19 101:14	183:5,11,15	88:12 92:6,13
19:10 22:6,12,14	101:20,21,24	184:15 186:9,22	94:25 95:1,16
22:17,20 24:1,2,8	102:1,23 103:9,17	188:5,11 189:16	98:10,22,25 99:16
24:9,15,25,25 25:3	104:3,7,12 105:8	190:11 191:4,13	103:11,13 105:1
25:10,15,16,19,20	105:17 106:16	191:15 192:1,8,14	105:24 106:3,24
26:1,3,13,14,25	107:8 108:24	192:21,25 193:17	108:5 109:7,24
27:9 28:3,21	109:12,17,20	194:4,23 196:1,2	112:2 114:15
29:15,22 30:4,5,15	110:7,21,23,25	196:13 198:2,11	119:5 135:15
30:23 32:3,14,20	111:24 112:7,10	198:17,18,20	136:9 140:14
33:5,12,13,20,24	112:24 114:17,22	199:20 200:5,8	141:2,24 143:15
34:5,18,18,22 35:7	116:14 117:1,7,13	202:16,24 203:19	143:25 144:6
36:9,15,18 37:14	117:20,22 118:10	205:24 206:23	147:14 150:6,15
38:23,25 39:11,19	118:17 119:2,8	207:1,6 215:8	152:5,9,16 153:4
40:6,14,16,24 41:2	120:18 121:4,21	216:20 218:5,8,10	153:10 154:5
41:12 42:7,11,13	123:8 126:4,14	218:15,24 220:1	156:1,5 157:23,24
44:19 45:4 46:1,5	127:18 130:16,20	226:17,24 227:23	159:15,19 160:5
46:23 47:1,6,15	130:22,25 131:8	240:15,17 241:16	167:25 169:12
48:3,25 49:1,11,12	131:19,23 132:15	244:24 245:12	170:22 181:11
49:18 50:5,6,10	132:22 133:5,13	246:4 250:20	182:7,13 184:6,16
51:8,15,20 52:12	134:19 135:2,8,18	252:20 253:6,20	185:11,20,24
52:20 53:3 56:7	135:24 137:18,25	254:10,21 256:13	193:20 196:6,25
56:12,13,24 57:21	138:7,7 139:14	256:18,22 257:3,6	200:16,23,25
59:21,23 60:10	140:6,12,25 141:5	257:10,11 258:7	201:18,24 204:20
61:6 62:25 65:11	141:19 142:1,6,16	260:24 261:12,13	205:2,13 206:1,21
66:4,15,18 67:19	143:23 146:8,11	261:21,23 262:4	207:19 208:6,19
67:21 69:3,9,12,22	146:12,17,22	262:16 263:9,13	209:17,18,20
69:23 70:6 72:16	147:1,4,8,11	263:22 266:16	210:8,9,10 211:3
72:19 73:18,23,25	149:20 150:25	267:20 268:2	211:19 212:17,19
74:3,5,8,12,17	152:17,20 153:5,9	269:2,9 276:2	214:6,13 215:10
75:2,5,9 76:17	153:17,19 154:3		215:15 216:1,24

CONFIDENTIAL

[palantir's - personal]

Page 32

217:13 218:17 219:8 220:14,21 221:16 222:13 223:11 224:9,21 225:17,19 229:15 229:20 230:3,14 230:20 231:6 232:22 233:1,2,5 233:15,17,19 234:13,22 236:3 239:3,7,10 240:6,6 240:10,22 241:14 242:10 243:15,24 248:4,7,8,9,9,10 249:9,10 250:11 252:9 253:8,22 254:10 257:25 258:24 261:4,7 262:2 263:4 264:17,19,24 266:1,2 268:20,25 269:12,15 274:9 274:15,19,24 paragraph 39:10 86:20 202:9 221:7 227:1 238:13 243:4 paragraphs 86:20 part 10:21 16:3 55:23 56:16,19 59:9 123:8 130:20 131:4 133:18 134:9 150:13 191:9 222:16 223:3 238:18,21 238:24 239:4,8 240:1,19 241:11 241:17 243:5 254:22 participant 215:18 217:1	participants 217:4 217:17 221:1 participated 225:18 participating 131:17 particular 14:25 15:21 22:1,5 37:20 44:18 51:13 60:21 115:5 136:17 160:25 165:25 172:6 176:6 206:16 228:18 243:24 251:12,20 257:18 258:2,18,25 particularly 142:23 parties 3:3,25 10:21 13:25 28:11 59:3 60:15 73:16 101:9,12,12 105:7 112:25 120:19 130:17 157:10 166:18,24,25 168:15 169:7,13 273:16 partner 93:9 partners 7:17 37:7 38:3 106:17 274:11 parts 177:24 270:5 party 37:2 106:14 106:17,22 107:2 137:24 138:6 167:5 253:16 patent 30:25 31:3 31:20 32:4,7,8,15 33:7 36:25 38:18 39:2,21 40:7,15 41:12 42:8,12	46:18 47:11,14 48:4,22,24 49:21 50:5,12 65:8,13 66:5,16 68:5 69:4 69:10,17,25 70:3,7 70:10 71:17 72:16 72:22 73:4,9 97:13 153:17 154:13 193:18 patents 64:20,25 patient 255:17,17 255:18 256:6,7,14 256:23 257:3,13 257:20 258:7,16 261:5,8,14,25 262:3,5,6,20 265:13,14 patients 262:21 pause 42:23 210:25 223:6 225:13 pay 196:3 paying 163:3 payment 184:11 184:12 pct 1:16 pdf 58:2 peer 228:7,7,10,10 228:17,17 pending 32:22 55:12 57:23 people 73:2 87:1 115:7 130:13 131:17 136:19 157:22 158:1 173:25 174:3 184:8 186:8 234:21 242:18 percentage 157:6 perception 200:16	perform 54:13 131:1 232:14 269:15 performed 167:10 188:23 206:23 performing 118:9 130:3 167:4 245:12 253:13 period 15:14 24:4 36:12 70:6 83:4 98:12 102:2 103:16 104:5,10 126:15 142:9,11 142:23,25 143:10 143:18,23 144:8 152:11 157:21 158:5 162:4 183:17 184:12 262:6 periodically 160:23 periods 184:4,7 254:5 person 30:23 31:2 31:8 34:17 36:24 39:13 41:6 58:14 126:8 145:14 157:18 163:16 165:1 189:4 person's 258:2,25 266:3 267:5,21 268:3 personal 26:12 48:18 50:18 88:3 97:19,22 98:4 157:23 158:7 171:4 184:2,13 187:3 191:22 193:25 198:5 254:6 263:21 269:23,24
---	---	--	--

CONFIDENTIAL

[personally - preparation]

Page 33

personally 10:25 84:8 197:11	place 15:2,16 52:20 53:14	143:14,17,20 158:10,13,15,23	88:20,25 89:9,11
personick 1:19 3:5 4:11,13,23 6:4	101:25 103:15 104:1,11 107:22	158:25	89:16,18,24 90:4,7
13:3 47:20 55:12	108:7,22 118:8	policy 14:4,6	90:14,19,24 92:4
55:18 59:6 84:4	137:15 187:4	142:25 143:3,22	93:4,8,24 94:12,18
86:9 98:5 148:11	197:12	158:17,18,20,22	96:11,21,24 97:4
164:7 169:19	places 184:9	158:24 159:1,4	prasanna's 92:7
183:23 223:2	plaintiff 1:6 2:5	population 265:14	92:14,24
237:4 271:4 272:7	3:9 37:6 38:2	populations	precipitated 93:20
272:16 273:10	274:10	165:23 261:14	precise 36:20 46:9
274:4 276:3,21	plaintiff's 204:21	262:7 266:25	108:18 118:17,23
persons 58:19	planning 235:23	portion 109:15	119:14 122:5
perspective 69:15	platform 179:5	157:6	145:2 166:5,6
106:21 131:12	230:20 243:23	portions 191:15	precisely 9:5
195:19 231:15	play 163:21	position 101:3	107:18 204:8
pertaining 59:3	169:12 189:1	105:1 124:6	230:12
60:16	please 4:3 5:10 6:2	possible 247:4	preferences
philip 61:2,3	6:23 223:2 229:6	possibly 35:21	224:24 227:9
phone 5:16	270:14	126:23 265:24	preliminaries 4:22
phrase 158:15	plug 29:7,9,11	postponed 61:11	prem 165:20
185:13 242:14	189:1	potential 30:25	premium 196:9,13
phrased 131:6	point 8:22 20:16	50:11 73:13 116:9	preparation 8:2
133:7	20:17 31:5 40:22	136:4 147:3,4,8,10	9:22 11:3 12:2,23
picture 242:23	70:9 79:17,23	147:11,14 162:22	19:4 22:4 24:12
piece 115:16,16,23	80:16 85:12 88:5	179:20 180:16	28:8 45:23 51:24
115:23 249:11	92:24 100:24	183:11 193:19	56:19 61:1 65:2,5
pieces 34:15	114:13 120:21	200:22 202:16	66:1,3 68:12
116:11 121:24	123:18 125:12	210:11 211:13	71:21 72:1,10
pilot 181:12,13,14	128:18 157:15	242:11 248:1,3	83:20,24 91:11
181:15,18,20	160:25 169:10	254:9 264:19	95:12,24 96:4,25
182:2 183:6,13,16	188:14,16 190:5	268:11,19	108:15 109:3
184:12	213:9,21 214:21	potentially 73:25	125:18 130:14
pilots 182:8,14,22	216:13 218:1	111:2,10 121:9	138:13,19 139:11
183:2	252:15	258:9 261:10	139:24 140:1
pipeline 179:11	pointing 85:2	practice 14:4,6,18	144:18 148:20
pipelines 177:17	points 11:8 151:14	177:9	149:8 151:12,17
177:18	151:14,15,20,20	practices 14:14,23	152:4 170:22
pl 64:8,12 67:4	236:6	136:10 157:23,24	171:1,1,9 203:17
70:19	policies 14:14 15:6	181:11 184:19	205:18 206:6
	142:7,12,17	prasanna 86:15,18	208:17 216:12
		87:14 88:10,15,17	220:4 222:15
			236:8 242:8 260:7

CONFIDENTIAL

[preparation - promised]

Page 34

260:17 263:5 264:5,16 prepare 6:16,18 13:19 40:3 49:11 101:6 104:25 107:9 170:24 prepared 13:22 16:13 40:10,11 42:5 55:24 73:11 73:15 101:8 103:22 105:6 120:9,16,17 157:3 157:9,15 158:6 207:10 210:7 219:7,17,17 222:9 236:1,16 241:6 preparing 60:4 259:15 presence 211:13 present 2:20 19:2 24:1 101:12 120:13 122:9,14 122:16 212:21 231:2 267:14 preservation 13:20 14:1 23:2,5 preserve 12:25 15:2,16 22:14,18 28:4,11 29:4 preserved 12:15 22:7,13 24:1,18 25:7,10,17 27:14 28:10,18 29:5,9 30:3,21 preserving 29:22 pretty 145:8 168:6 177:11 189:8,9 201:7,9 252:5,6 258:13 259:7 270:11	prevent 97:12 previous 171:19 235:25 previously 7:16 50:25 72:20 148:6 228:22 237:14 242:19 249:20 price 158:21 160:19,19 164:10 164:16 168:16 169:4 170:2,4,6,9 174:2,11,12,18 175:9,11 178:15 178:19 187:12 188:14,16 189:2,3 priced 159:8 162:25 164:19,20 168:1 194:23 prices 158:11 159:12 pricing 9:14 157:4 157:16,19,24 158:8,16 159:2,4 159:15,19,24 160:1,4,9,15,25 161:3,9,10,15,19 162:1,10,17,22 164:17,24 165:4 165:16 166:5 168:8,25 169:12 169:22,24 170:16 171:12 172:16 179:21 180:4,17 181:7,11 184:16 185:3,4,5 187:7 189:10,12,16,22 190:16 193:17,20 194:2,4 195:10,18 195:23 196:14 197:2,7,13 199:1 199:11,19 200:18	principles 168:24 185:9 print 201:8 printed 5:20 prior 7:11 12:8 15:12 16:23 17:2 31:6 52:21 56:6 68:11 73:14 80:24 82:7 91:4,13 97:11 98:16 110:4 153:9,13 154:4,12 154:12 180:13 211:2 215:8 prioritizes 211:14 privilege 55:3 62:10,18 63:23 64:3 66:11 70:22 97:25 148:14,17 237:14,18 274:20 privileged 23:10 23:15 31:14,18 32:1 60:20 84:5 85:21 97:20,22 probably 42:1 74:14 83:1 146:19 178:10 183:25 242:19 246:12,14 problem 25:13 problems 175:19 175:19 procedural 163:12 163:22 procedure 204:23 207:12 procedures 15:1 15:15 proceeding 3:24 process 112:14 161:11 162:14,16 188:24 189:17,21 245:1 260:20	produced 14:1 30:12,15,21 54:23 57:21 77:9,10 83:13 142:12 206:4,14 212:14 213:6,16 214:2 215:1,4 216:20 217:23 218:6,8,11 218:15,24 220:2 231:11 270:10 producing 30:6 product 167:25 186:3 240:17 265:15,18 production 10:7,9 269:5 270:3 products 193:20 200:25 202:25 203:19 204:12 208:19 209:12,16 209:19,19 217:13 229:20 230:3 231:14 233:3 234:13,23 236:10 240:22 241:9,23 241:25 242:2 243:8,15 248:10 248:21,22 249:16 249:16,17 252:9 254:21 265:12,12 266:16 professional 1:22 273:7 profit 192:9,11 program 181:12 programs 184:24 project 176:2 181:15,19 projects 181:20 promised 155:3
---	---	--	---

CONFIDENTIAL

[promises - read]

Page 35

promises 130:22 130:24 131:7,16 132:14 133:7,20 134:2,8,17 135:17 136:18,24 137:3 154:22 155:1 proof 181:15 183:16 proposed 191:4 proprietary 49:15 119:1 121:4 144:6 protect 177:1 protected 123:14 protective 271:8 protocols 13:24 prove 184:5 provide 61:21 62:5,12 70:12 72:24 124:19 126:13 128:15 131:20,23 132:16 136:2,4 140:12 142:6,17 152:18 153:1 160:4 186:20 191:25 201:13 203:8 218:16,21 220:17 provided 23:19 41:24 48:15 62:3 68:17 115:14,17 117:25 120:10,12 120:12,13,14,16 121:3,17 122:10 125:4 126:1,5,15 127:19,21 128:7 128:10 129:2 132:11 133:11 141:10,12,18 143:1 166:18 167:12 186:17 256:2 259:22	262:16 263:10,20 263:25 268:17 provides 198:18 providing 24:3 41:25 68:3 71:14 71:15 104:17 117:23 122:21 123:2,12 127:4 166:22 184:24 249:24 250:3,4 provision 112:20 113:12,16,21 114:19 115:20 116:25 149:22 150:1,7,10,18 provisions 150:25 151:5,7,8,22 152:1 152:6 public 1:23 4:7 28:14 148:7 185:23 272:23 273:7 276:25 publication 97:12 publicly 114:10 115:4 144:13 159:14 pull 244:5 pulling 179:4 puppy 6:22 purported 17:10 18:1,10 19:11,18 20:5 49:14,20 157:7 purpose 62:14 68:4 71:14,15 117:18,20 150:13 150:14 173:10 176:3 193:24 208:20,23 256:19 256:23 265:13 266:7,18	purposes 60:22 61:22 167:11,25 173:12,13,16,18 205:13 234:22 257:3,7 261:5 269:16 pursuant 1:20 117:24 204:22 207:11 pursuing 80:25 81:25 put 25:20 53:20,23 165:8 168:3 169:13 245:22 puts 51:8,15	169:21 182:5 183:25 184:14 185:17 188:11,21 190:1 194:17 207:5 208:4 219:16 222:22 225:5 235:13 239:2 240:13 244:15 245:10 251:5,22 256:20 256:21 257:9 258:22 260:16 questioned 111:22 questions 73:17 148:14 164:4 193:16 229:5 236:21 237:15 271:1,6 272:2 quick 24:14,17,21 24:22 25:6,8,14,15 26:2,13,16,22 27:1 quite 25:14 74:1 91:15 138:25 160:8 187:25 223:23 224:16,17 235:23
		q	
		qualified 245:5 question 5:9 12:21 13:7 15:21 16:7 19:24 20:2,18,23 23:12 25:2,4,6,14 25:18 26:8 41:8,9 45:3 48:21 49:6,7 50:2,2,3,4,22,23 51:12 52:4 55:3 55:12 60:9,21 62:2,16 67:2 85:11,22 87:19 89:8,10 94:23,24 97:15,25 98:1 100:16 101:19 108:15,19 109:22 113:8,11 122:23 131:13 135:12 137:17 138:5,19 139:15,15 140:25 141:15 142:11 150:10 161:25 163:8,11,21 164:4 164:11 166:20 167:8 168:23	
			r
			r 2:1 4:5,5 148:1,5 148:5 273:1 range 221:23 227:7,13 rate 191:9 rating 37:12,12 ratings 39:3,22 reach 11:21 62:23 reached 11:18 39:12 62:20 read 87:3,9,12 122:24 144:15 210:8 221:8 222:1 222:7,9,13,14,17

CONFIDENTIAL

[read - referring]

Page 36

222:19,20,25 223:3,7 225:14 270:23 reading 38:24 222:9 reads 38:17 64:19 71:8,9,12 86:21 215:9 220:20 ready 222:22 real 125:23 really 42:4 87:9 237:25 reask 48:20 50:2 reason 5:6 50:15 118:17,17,24 140:10 217:16 241:10 260:6 266:22 276:4 recall 7:3,8 8:9,14 11:22 12:3 18:19 18:22,24 19:1,3,15 20:10 29:18,18 30:1 32:11 34:14 34:15,20,24 35:8 35:22 36:3,7,11,13 36:14,22 37:18,20 45:11,20 46:9 52:2 53:11,22 56:1,4,16,23 60:3 60:3,18,20 61:5,10 61:12 63:4,8,15 65:9,11,19,20 66:7 66:24 70:15 74:8 74:22,24 75:4,17 75:18 76:2 77:21 78:25 79:9,12 82:19,24 83:8,9,11 84:15 85:18,20 88:13,16,18 89:25 90:9,17,18,21 91:4 91:14,15 92:22	93:2,4,22 94:6,19 95:13,23 96:9 97:10 99:3,3,6,7 99:17 106:6,10 107:17,20 108:18 108:21 109:2,4 110:11 111:11 117:16,17 118:16 119:5,13,23 120:6 120:22 121:23 122:4,6,14 123:25 124:14 125:6,19 126:10,17,18,25 127:6,8,10 128:17 128:24 129:7 130:5,12 132:4,9 133:3 137:8 138:11,25 139:9 139:12 140:2,2,4,7 141:11,21 142:22 142:24 144:13 145:2,7,17,18,20 146:24,25 148:24 149:6,17 151:6 152:14,22 155:7 160:18 171:10 182:25,25 187:5,5 207:15 217:10,11 223:13 224:15 226:1,18 227:18 231:20 232:23 239:14,22 253:14 258:11 260:1,18 260:21 261:16 264:4 265:17 266:10 267:1,9,11 recalling 108:13 111:13 128:9 132:12 recalls 34:16 99:7	receive 11:19 105:18 118:25 180:6 received 10:4,12 10:17,24 11:6,14 15:3,6,16 35:21 44:9 84:7,9 93:19 119:6,11 120:2 144:10 153:17 180:10 receiving 11:13 31:6 84:12 108:3 143:22 144:4 recess 55:9 86:6 193:13 237:1 recognize 190:2 recollect 47:10 recollection 11:10 11:12 17:16 21:17 21:24 22:2 34:3 34:25 41:25 45:13 54:10 83:16,19 94:24 95:15 110:17 120:8 123:17,25 125:12 128:4 140:22 195:7 219:10 259:18 261:11 recollections 259:16 record 3:24 6:3 7:15 52:7 55:5,8 55:11 62:25 86:5 86:8 97:23,25 147:15,17,19 148:4 193:12,15 215:6 233:10 236:25 237:3,24 259:13 270:16,18 270:19,21,23 272:11 273:13	recorded 3:4 272:6 recording 272:4 records 92:23 recruitment 255:19 256:8,14 256:23 257:4,13 257:20 258:7,16 261:6,8 262:1,3,5 262:20 redirect 271:2 refer 30:19 35:16 35:24 74:15 176:7 197:21 209:9 214:20 219:1,4 223:25 reference 76:4 79:10,10 82:20 94:10 101:11 referenced 51:18 53:6 89:22 152:12 206:13 210:16 219:14,15 226:7 228:3,22 266:8 references 92:20 referencing 217:22 referred 24:14 27:1,12,20 33:1 87:21 181:14 205:15 216:6 referring 27:8,18 27:19 29:12 34:9 34:11 44:5,10,21 45:1,6 51:11 66:8 66:12 77:22 78:5 81:24 82:7,18 84:25 92:18 94:7 100:1 110:13 115:21,22,25 122:1 130:24
--	---	---	--

CONFIDENTIAL

[referring - represented]

Page 37

142:9 143:10	103:10 104:22	70:13 108:4	21:4,9,13 34:4
153:22 155:22	106:1 107:10	127:13 128:21	35:20 36:20 44:16
160:11 161:18,23	116:17 120:9	208:24 216:20	46:3 79:3 80:23
171:15,18 172:18	122:20 123:1	223:17 267:21	82:23 90:10 93:6
175:6 206:10	137:2 142:7,18	273:16	94:9 98:21 149:3
209:18 213:20	156:16 158:11	relates 31:19	151:25 152:23
215:21 218:9	159:12,15 177:13	43:16,19,23,25	154:2 216:8 217:8
219:4 224:13	212:16 214:5	157:3 159:4,8	225:25 227:21
227:11	217:12 223:21	194:2 214:2	228:1 231:22
refers 88:23	228:6 229:23	221:14 255:14	249:19 259:21
140:23 221:21	232:10 236:10	relating 19:11,18	265:20,21 268:13
226:8	regardless 13:12	20:5 22:8 23:4	remembered 52:2
reflect 36:9 119:16	28:19 45:14 159:7	32:15 33:7 42:8	214:15
143:5 203:9,13	239:16	43:13 56:8 70:3	remind 195:11
254:17	regards 28:8	73:3 88:10 89:1	remote 3:4 272:7
reflected 46:16	216:11	89:12,20 125:1,9	remotely 4:2
90:10 111:21	registered 1:22	126:23 127:2	remove 178:16
133:16	273:6	144:5 154:22	render 200:2
reflecting 59:22	regular 175:3	159:1 213:6	repeat 20:1 92:12
258:1,25	reimburse 131:1	218:10,15	96:8 122:23
reflects 127:4	reimbursed	relation 121:21	199:23 208:4
155:21,24 212:23	117:13	relationships	repeatedly 106:11
refresh 21:17 22:2	reimbursement	146:21,25	162:8
83:15,18 95:15	131:20,24 139:8	relayed 145:14	rephrase 72:7
125:11 140:21	139:18	relevant 29:3	161:20 199:22
195:7	reimbursements	37:19 103:16	267:25
refreshes 21:23	139:14	111:13 181:1	reporter 1:22 3:20
120:8	reinforced 109:6	187:21 206:4	3:23 4:1,3 273:7
refusing 50:23	reinforcing 109:15	222:16 261:18	reporter's 4:16
regard 13:21 17:3	reiterated 104:2	relying 97:1 99:23	reporting 77:21
23:1 127:20 218:6	104:13,20 105:20	106:5 111:8,14	reports 216:25
218:8 224:8	144:19	122:17 123:19,20	represent 54:6
regarding 15:23	reiterating 106:12	124:2 126:22	155:23
23:20 33:6 34:23	relate 193:19	171:4 177:19	representation
42:12 45:16 51:21	209:25 213:17	224:20	96:10,20
51:25 52:3,12	215:3 216:6 219:2	remainder 33:15	representative 5:1
53:3,5 61:22	219:4 220:8	remained 185:9	88:9 94:25 152:5
62:14,20 66:5	related 9:10 17:10	remember 8:6,16	156:1,14 196:25
68:4 71:16 72:16	17:17 18:1,9	9:20 11:13 15:20	197:9
72:25 73:12,19	20:15 21:1,11,15	17:18 18:14 20:2	represented 266:3
77:12 83:17,20,23	22:20 32:8 34:11	20:13,19,22,24	268:3

CONFIDENTIAL

[representing - right]

Page 38

representing 106:21 107:5	150:11,19 159:16 159:25 160:1,5	retaining 14:18,23	87:23 90:11 94:8
represents 106:2	196:13 202:22	retention 14:6	99:8,18 107:13,18
request 98:17,20	206:11 224:3	return 98:10,20	108:11,20 119:4
153:23 154:17	228:5 235:14,25	152:17 153:3,10	121:25 124:21
requested 154:4	239:7 240:14	reveal 23:23 31:23	127:6 128:5 129:6
236:20	242:14 245:2	47:21 51:2 61:25	133:1 139:10
requesting 71:13	252:21 255:4	65:17 72:3,6 84:3	143:8 147:2,6
requests 153:4	261:19 263:14,23	97:8 98:6 139:21	149:25 151:6
require 124:5	264:17 267:19	242:7 260:11	153:12 155:3
179:6	268:1	revealing 47:25	156:4 170:21
required 22:14,18	respond 222:22	revelation 33:6	182:2 193:4 195:3
29:4 30:21 52:22	responds 87:4	revenue 191:15,22	196:5 201:4 203:5
191:2 207:14	response 11:20	192:15 195:21	203:16 204:9
reread 140:21	38:10 40:13 41:14	revenues 157:6,14	212:12,19,20
research 43:4	46:10 85:14	review 8:1 9:23	213:3,15 219:11
44:22 46:3 51:23	136:17 155:15,17	29:19 38:12 54:20	220:3,11 221:16
74:10 152:9 187:3	201:10,11 235:16	57:7 65:1,3 66:21	223:17 227:19,23
269:5	responses 37:6	68:12,14,22 69:7	229:22 230:14
researched 30:11	38:2,5 39:18	74:23 77:7 95:15	231:10 233:1
resistant 102:3	57:11,17 59:4	96:13 97:2 121:10	236:4 239:22
resource 46:18	63:6 201:19,25	137:8 152:9	244:21 247:24
resources 8:14,18	274:10,15,25	156:22 206:7	248:18 251:6
18:17 20:12 28:9	restrict 173:20	207:17 211:1,2	253:19 256:17
47:4 108:5 125:1	restricted 165:21	224:10 225:4,7,8	258:8 259:24,25
125:10 141:25	restriction 174:6	233:17 236:9	265:22 266:5
156:7 195:8	restrictions	245:25 254:7	268:6,15
268:21 269:1,3,6	173:11	reviewed 6:19	reviewing 30:5
269:19	restrictive 174:10	10:11 12:9 13:23	76:2 78:25 80:9
respect 14:6,18	restricts 174:6	15:5 17:1,7,14	83:9 88:13 91:1
15:23 16:24 17:5	result 71:25 72:10	18:4 19:6 22:3	92:22 123:4
65:13 69:17 74:7	146:9,13,22 147:4	24:10 27:24,25	231:20 246:12,25
75:21 77:18 78:14	147:11	28:9 30:15 31:1,4	259:8
79:18 87:15 92:7	resumed 148:6	32:6,19,24 33:1	revisit 43:11
92:14 106:3	retail 174:5	34:8 36:11,21	right 6:6 7:8,18
109:19 126:12	208:21,22,25	37:19 41:4 42:11	8:11 9:20 10:3
127:17 128:6,9	210:13 211:5,6,21	44:17 52:17 53:18	11:1 20:14,19,25
129:1 130:16	214:14 221:18	58:21 60:6 66:19	21:4,10,14 24:10
132:18 136:10	226:21 241:25	68:25 69:22,23	25:16 26:21 44:7
139:8,18 140:13	retained 13:15	70:5 71:20 72:19	51:4 53:22 58:23
141:1 149:23		73:21,21 74:21	63:16 64:1 71:12
		79:21 84:15 85:19	73:11 79:13,25

CONFIDENTIAL

[right - scope]

Page 39

80:8 83:5 84:14 85:10 86:2,9 91:14,16 93:23 94:5 95:12 98:7 102:9 120:1 125:24 126:10 128:24 129:15 131:3 132:4 137:23 146:24 151:14 152:23 155:14,20 163:25 166:19 169:6 172:25 173:3,18 173:21 176:22,24 177:1,14 180:10 182:6 188:13,14 188:15,21 190:23 192:19 193:6,8,10 200:15 215:13 227:21 228:1 255:4 258:12,23 266:11 267:11 268:14 270:17,22 rights 163:4 251:8 risk 194:12,15,18 194:18,20,24 195:2,4 254:24 264:18,20,24 265:7 266:1,14,19 266:21 268:8,9,10 risks 267:8 rogers 7:7 8:12,13 9:1,2,3 18:7 role 78:14 87:1 88:5 92:7,14,24 130:21 131:5 133:13,19,22 134:25 136:20,25 roles 131:18 132:20	ron 171:6 rosenbaum 86:23 rough 125:23 roughly 40:10 80:14 83:3 164:3 routinely 132:15 132:15,17 135:24 136:8,19 rpr 273:24 rule 1:21 215:17 run 270:13,24 running 252:24 ryan 7:4 9:11,12 39:12 67:14 171:3 s s 2:1,17 4:5 58:14 67:15 148:1,1,1,5 276:4 sake 48:9 sale 172:12 salespeople 160:20 salesperson 165:1 sam 76:21 san 1:3 3:12 sankar 18:5 31:7 66:20 67:7 69:9 70:17 75:17 76:21 78:8 81:11,14 83:6,17,19,22 84:7 84:11,20 85:5 91:23 93:7,19,24 94:2 105:21 107:14 108:12 110:3 111:1 144:10 155:3 242:21 sankar's 67:8 79:11 83:14 85:3 91:3 94:11 105:25 111:10	santa 1:20 3:5 sat 7:12 154:2 satisfy 137:19 saw 8:4 88:19 132:3,6 143:2,21 153:15 154:17 saying 6:24 84:24 102:10,25 103:2,6 103:7 106:20 113:23 114:5 133:25 145:7 146:6 152:3 163:19 196:8 200:4 204:5 231:5 245:24 247:11 248:17,17 says 38:4 40:13 57:19 58:11 67:7 68:8 86:24 161:2 216:23 252:19 scale 165:24 172:10 174:21,23 174:24 175:4,7 177:14 178:14 184:23 188:4 189:3 190:25 scam 93:25 scientist 178:7 179:17 scope 12:18 13:4 13:18 14:9,21 15:19 17:13 18:13 19:14,22 20:21 22:23 23:7 25:24 26:19 27:5 30:9 37:17 39:24 40:19 41:20 44:14,24 45:19 46:14,25 47:18 49:4,24 55:19 56:15 59:2 60:1,15 73:7 77:1	78:18 85:8,17 87:19 88:2 89:4 92:11 95:7,22 96:3,18 113:8 115:3 117:10 118:4,15 132:2,8 132:25 135:10,20 136:14 137:6,22 138:18,24 142:21 163:4 165:19,19 169:22,25 170:3,5 170:7,9,18 171:25 173:4,7,8,10,22 174:4,6,10,11 177:11 181:2,23 182:17,24 183:9 183:20 186:6 187:1 188:3 191:19 192:5,17 193:22 195:1 197:4,22 199:3,7 199:10,14,25 203:24 205:11 207:4 210:23 211:17 212:10,20 213:1,13 214:11 215:24 217:7 221:11 225:2 226:13 227:16 232:6 233:7 235:4 235:17 236:15 239:21 241:2 244:20 245:4 247:15,23 249:5 251:2,8 252:4,8 253:1 254:13 255:8 258:5 260:13 261:1 263:2 264:22 269:21
---	---	--	--

CONFIDENTIAL

[scoping - sentence]

Page 40

scoping 175:15	226:8 227:1 228:5	249:18 250:5,12	216:22 221:5,6,24
score 258:1,24	228:12 230:1	250:13,23 254:11	221:25 222:2,3,4
266:3,6 267:21	231:19 232:8,17	254:15,19,22	227:10,11 229:8
268:3	235:18 236:7	255:2,6,20 256:5,9	229:12,14,19
scores 268:12	248:15 250:2,23	260:22 261:5,20	248:25
scott 67:15	250:25 251:13,16	261:24,25 262:11	seeing 63:19 88:16
scriven 9:21 81:10	254:25 255:10,12	262:15,17,24	141:11,21 265:17
81:18 84:18,20	255:15,20,25	263:7 264:9,18,20	seeking 41:9 238:3
85:6 138:15,22	263:4,11 264:14	265:7 268:21	seen 10:11 53:10
139:2,6,9,16,25	264:25 265:2,11	269:1,3,7,12,14,19	54:3,18 57:4
scriven's 9:23	266:2,14,17 269:8	section 204:23	65:10 78:6 94:12
139:10	secrets 17:19 19:7	207:12,14	96:11,21 114:25
scrolling 210:24	20:15,23 21:1,11	sector 161:4 162:4	141:20 146:11,16
seamlessly 221:1	21:15 46:7,11,15	190:7,8	147:7,13 156:10
search 10:15,18,19	46:16 47:3 49:6	sectors 159:13	174:16 190:13,13
13:24 175:3,3	49:10,20 98:11,13	security 37:12	223:10 240:13
searched 175:2	98:22 99:1,14,16	56:11,13,21,24	252:7 253:9,18
searches 42:13,15	125:9 154:16	217:2 221:2 228:6	261:3 265:10
42:17	156:6,16,19 157:7	240:1 249:10,12	segments 238:1
seat 174:2 189:3	200:23 201:1,2	see 27:22 38:9,20	selection 255:18
second 38:16 77:4	202:17,23,25	38:22 39:4,5,7,15	255:18 256:7,23
93:8 204:21	203:18,20 204:3,4	42:25 43:1,6,7,16	257:4,14,21 258:8
238:12 240:20	204:6,14 205:2,6,8	43:16 53:20 57:16	258:15
243:3,6 244:9,11	205:9,13,18 206:2	58:8,10,16,17,21	sell 172:3
245:21 250:8	206:21,25 207:19	64:1,7,11,14,15,21	selling 199:16
secret 17:11 18:1	208:6,20 209:13	64:22,24,24,25	send 63:2 253:15
18:10 19:11,18	209:17,20,25	65:22,24 67:5,9,10	senior 123:9,9
20:5 127:5 204:2	210:2,10 211:4,20	67:12,13,23,25	124:3
204:22 205:21	212:7 214:14	68:1,7 70:24 71:6	sense 25:14 26:8,9
206:7,8,8,18,18	216:2,4 219:9	71:9,18,19 81:9,11	27:3 175:18
207:11,21 208:8	221:17 223:12	81:13,16 84:10,23	184:20 245:9
208:15 209:14	224:10 225:18	84:24 86:14,17,19	246:8,23 267:10
210:20 211:2,25	228:13 229:16,21	87:2,3,8,9,12	sensitive 115:6
212:23 215:5,6,7,8	230:5,6,9,16,18	91:25 92:3,5	220:24
215:10,14,15,22	231:7,21,24 232:2	94:14,15,15 96:14	sensor 270:1,3
216:11,22,23	233:2 234:1,15,24	101:10,17,18	sent 62:24 63:5
217:9 220:19,20	236:3 239:11	120:8 163:19	81:15,19 87:10
220:21 221:7,13	240:7,8,15,18,23	178:18 201:24	sentence 38:24
221:21,24,25	241:10,13,17	202:2,3,5,10,11	39:5,7,7,9 93:8
222:6,13,24 223:8	242:10 243:3	204:19,24 205:3,4	198:10,12,14,16
224:4,21 225:10	248:4,7,9,11,14,18	205:6,7 215:20,21	215:6,14 221:6

CONFIDENTIAL

[sentence - slobodchikova]

Page 41

222:1,21 223:1 227:11 238:12 240:16,20 sentences 241:5 separate 42:6 104:20 september 17:9 18:2,11 19:10,19 20:6 22:7 23:25 25:9 28:5,23 29:8 29:23 35:1 38:24 64:17 66:6,10,14 69:18 98:9,23 101:16 103:24 104:6 153:24 sequence 80:8 serve 133:14 services 253:13 session 141:22 sessions 141:18 set 15:13 37:7 38:3 57:13,18 77:16 84:17 87:6 88:24 88:25 89:9,11 116:19 132:11 160:2,4,15 201:20 202:1 214:17 243:6 244:9,12 247:1 251:7 273:11,21 274:11 274:17 275:1 sets 27:13,14,17 27:19 28:4,21 29:1,3 30:14,16 159:23 215:17 270:7 setting 48:22,24 50:4 60:23 75:1 90:12 180:17 213:24 219:22,23 242:13 252:17	setup 239:24 240:10 setups 247:1 seven 164:3,23 231:23 share 5:15 116:8,9 227:6 228:9 239:15 247:9 shared 73:10 112:10 115:16 119:21 121:12,15 122:6 124:25 144:12 221:1 225:21 228:13,14 232:24 238:19,22 238:24 239:4,9 sharing 111:6 205:15 208:24,24 209:1,5,21 217:2 221:2 224:22,24 225:19 226:2,17 227:8,13,24,25 228:7,19 230:23 232:21 234:17 239:12,13,17 240:2 246:21 247:3,6,8,12,18 249:10,12 sheet 276:1 [REDACTED] [REDACTED] [REDACTED] [REDACTED] shift 248:2 shout 233:10 shouting 233:11 show 9:25 21:21 63:16 119:15 133:2 184:10	showed 88:14 155:16 shown 76:4 shut 84:21 85:5 shyam 18:5 66:20 67:7 69:8 75:17 78:8 81:11 83:6,8 84:7,11,19,25 86:22,25 87:5 91:23 92:1 93:14 94:7 105:21 107:14 108:12 111:1 242:21 shyam's 83:10 sign 52:22 signature 52:1 53:19,25 54:4,7,9 54:10,15,16 273:23 signed 53:7,15,17 similar 30:3 72:20 163:4,4 171:24,24 171:24 172:17,20 173:4,7,8 176:10 176:17 179:1 184:1 246:22 similarly 162:25 163:3 171:16 177:15 simon 2:17 4:17 simple 162:13 simply 42:4 single 132:21 166:24 167:4,10 167:24 185:15 sit 19:12,16 20:13 20:24 21:10,14 26:21 29:17 36:7 44:16 45:20 53:22 57:3 59:7 75:4,18 79:2,13 80:8,23	84:14 85:10 89:25 90:6 91:16 93:6 93:15,22 94:5,19 95:12 117:12,16 118:24 119:13,24 124:14 125:6 137:23 145:19 146:24 155:13,19 192:19 209:7 216:8,17 220:7 227:21 228:1 236:7 258:12 266:11 267:11 268:13 270:9 site 253:11,12,16 253:23 255:18 256:7,23 257:4,13 257:21 258:8,15 sitting 30:19 70:16 107:20 128:24 132:4 133:3 152:23 246:11 260:1 situated 162:25 163:3 171:16 situation 178:17 six 164:3 270:24 sixth 71:7 size 165:23 171:24 172:17,18,18,20 172:22,24,25 175:4 178:22 188:3,3 198:23 skipped 6:1 skywise 185:22,25 186:4,10,24 slightly 74:16 191:12 242:2 slobodchikova 2:22
---	--	--	---

CONFIDENTIAL

[smaller - specifically]

Page 42

smaller 170:5	258:1,7,24 260:24	145:20 171:17	66:7 74:23 90:17
software 22:12,21	261:4,8,12,13,22	175:15 176:2	100:24 110:5,11
23:24 24:2,3,8,9	261:23 262:3,5,16	187:21 244:25	110:19 113:12
24:15,24,25 25:1,3	262:20,25 263:4,8	sorts 134:17	114:19 115:11
25:4,15,16,20 26:1	263:10 265:1	162:10	116:11 120:1
26:3,14,14,25 27:9	266:2 267:20	sought 41:9	121:22,24 122:4
29:14,18,22 30:1,4	268:2,7,20 269:2	sound 16:6	123:12,25 125:4,7
30:6 163:5 165:25	269:10,12,15	sounds 110:14	126:17 127:14
169:5 171:23	solely 129:14	source 30:12	128:2,3 132:5,21
172:3,10,23	150:16	99:22 125:13	133:4 134:1
173:16 174:1,4	solutions 3:19	128:25 179:3,8,9	141:14 145:3
175:13,21 176:3,5	solve 175:20 176:5	sources 177:19	150:1 155:18
181:16 184:6,8,24	sophisticated	215:17 269:18,25	160:18 165:9,10
185:20,24 186:17	115:8 123:15	270:6,7	167:20 188:14
186:20,23 187:10	124:4 134:24	sp 86:23	191:16,24 197:7
187:18,19 189:2	sorry 4:12 6:22	space 74:11,12,20	198:19 207:21
189:16 191:2	10:25 14:10 16:1	77:19 164:19,21	208:8,15 210:14
198:19,21 206:1	20:17 36:6,15	196:4 197:19	212:22 213:22
209:18,19 211:4	37:18 41:13 44:3	198:1,2,3,20,21,24	214:22 216:14
211:19 214:13	47:18 55:18 56:12	254:22	219:12,19,21
216:1,9 220:15	58:2 60:8 71:1	spaces 20:13	221:19 227:25
224:9 225:19	73:21 76:1 77:14	speak 7:2 11:7	235:18 239:23
227:23 230:3,15	80:23 82:22 91:5	12:5 63:10 65:4,6	246:12 258:6
230:15,19,20	92:12,21 97:17,22	65:25 66:2 83:6	259:10 260:5
231:7 232:3,22	105:25 107:23	91:5,8,12 95:24	265:20,21 267:5
233:25 241:14,16	115:18 116:9	96:24,25 164:18	specifically 13:20
241:19 242:12	122:12,23 135:11	177:24 212:15	17:18 18:14,19,22
243:8,18,19,24	138:3 140:16	247:25 261:9	18:24 19:1,3
244:2 246:5,7	142:22 154:8	264:2	20:14 21:1,10,15
248:13,16 249:11	160:7 170:25	speaking 15:20	25:4 26:11 27:8
249:16,16,21,22	187:5 196:19	19:4 40:11 45:11	29:2 40:3 57:7
249:22,25 250:4	199:22 203:10	46:4 95:23 151:22	59:17 83:9 92:24
250:10,14,17,21	205:25 210:24	190:21 242:25	96:6 98:17 108:16
250:24 251:8,12	239:1 250:18	256:21	111:13 117:3,6
251:16,19 252:1	253:4 256:3	special 190:3	119:23 122:14
252:18,19 253:8	259:20 260:16	194:2	128:17 134:21
253:21 254:3,16	265:11 269:20	specialist 3:18	135:3 136:11
254:16 255:11,13	sort 74:11 78:10	specific 8:9 11:22	138:12 143:17
255:16,21,25	93:4 99:9 116:4	19:15 22:16 25:19	144:25 156:11
256:1,8,10,18,22	131:19 132:14,14	34:20 36:13 51:25	171:9 196:13
257:3,6,11,11	133:20,21 134:7	52:2 53:5 59:11	197:16 206:2

CONFIDENTIAL

[specifically - substantially]

Page 43

209:13 225:10 230:25 257:13 267:9 specificity 203:2,8 specifics 22:24 63:8 90:21 99:6,7 118:23 119:13 120:11 129:8 137:12 197:22 209:4,10 211:5,21 212:19 214:15,17 216:9 217:11,19 220:8 223:20,22 224:1,15,19 225:23 226:1 239:14 240:9 244:3 245:25 261:16 specified 112:21 113:14 specify 206:18 specifying 114:19 speculation 21:20 27:5,16 43:21 44:15 75:24 85:9 137:7 207:25 212:11 speculative 208:2 spoke 6:20 7:3,4,4 7:5,6,6 11:8 12:8 12:22 14:24 18:6 18:7,15 31:12 32:25 35:9 44:17 45:21,22 47:12 65:12 83:8,16,19 91:10 99:24 104:15 105:23 106:11 107:12 108:10,20 110:12 111:17,19 122:7,8 125:18 129:9	139:25 145:9 148:20 149:7 156:18,21,25 158:5 171:2,3,3,4 171:5,6,6 231:2 242:18 259:23 261:9,10 263:17 263:19,24 264:4 267:15 spoken 12:3 32:13 33:2 65:7 83:22 97:4 128:19 236:1 236:5 spot 170:14 spread 184:10 spreadsheet 178:4 179:8 srikhanta 87:15 88:10 89:1,11,18 90:4,14 96:25 97:5 ss 273:3 standard 3:16 113:1 272:10 standardization 245:1 standardize 242:24 243:17,20 standardized 216:25 217:18 244:5,13 245:17 245:21,24 standardizing 243:9,10 stands 48:20 start 10:8 24:14,17 24:21,22 25:6,8,14 25:15 27:1 167:2 205:5 234:10 265:8	starting 82:22 starts 26:2,13,16 26:23 state 1:23 6:2 240:20 273:2,8 stated 35:5 76:19 77:4 79:1 123:5 140:10 statement 34:20 206:8 221:14 222:14 232:17 236:8 252:6 263:11 264:14 statements 33:10 33:23 34:1 40:2 states 1:1 3:11 39:11 68:3 84:21 94:12 227:4 stating 233:12 stemmed 77:7 stenographic 3:24 step 162:14,16 stephen 2:15 steps 10:23 11:2,4 97:12 164:24 steve 4:12 14:11 190:5 229:1 233:12 stick 70:20,20 71:3 stipulated 3:22,25 stipulations 272:2 stop 79:17 98:25 153:5 154:5 250:19 stopped 78:23 79:5,23 80:1 storage 223:14,21 stored 175:1 storing 221:22 story 43:13	street 2:6,13 strictly 186:19 strike 12:12 13:13 14:4 36:16 37:22 48:23 54:23 61:14 62:6 69:15 79:14 82:12 104:23 110:22 112:5 114:15 117:19,21 127:2 185:12,18 186:3 196:24 199:8 203:10 204:20 231:25 243:18 244:10 string 81:10 91:22 stripping 220:23 structure 172:25 270:5 structured 75:3 178:2 studies 261:15 stuff 86:25 subject 15:10 41:18 43:3,7 64:19 79:7 92:3,5 99:21 112:6 175:16 198:7,24 271:2,2 subjects 145:16 sublicense 186:18 186:19 subscribed 272:18 276:22 subscription 173:11 substance 69:24 71:25 72:25 152:14 substantially 72:20
--	---	---	--

CONFIDENTIAL

[substantive - technical]

Page 44

substantive 38:22 39:7 222:21 226:25 237:19,21 sudan 267:15 suggest 57:4 114:25 suggesting 238:5 suggests 10:12 85:6 208:2 suitability 258:2 258:25 suitable 262:7,22 suite 2:6 sum 224:3 summary 243:10 243:13 253:24 sunnie 52:19 143:19 superior 38:6 supplemental 63:22 64:3 175:20 274:19 supporting 253:13 253:24 supposed 86:22 97:17 111:23 supposedly 46:23 sure 4:21 6:4 9:4 10:8,13 12:20 13:6 14:10,22 15:5 16:7 19:24 20:9 21:8 22:15 23:10,11 26:3,15 27:17 37:1,9,24 38:13 39:5,6 41:22 43:24 46:20 47:10,24 48:13 49:5,7 50:19 52:6 52:25 55:4 56:5 56:18 60:4 62:2,3 63:14 69:1,20	72:13 73:8,9 74:1 77:3 78:19,19 80:7 84:14 85:11 86:23 88:5 94:6 99:25,25 100:14 100:23 101:2 102:20 107:4,4,17 109:2,21 110:12 112:18,23 113:3 113:19,19 114:5 114:14 115:9 117:6,12 118:5,16 118:24 119:25 122:13,25 125:23 127:8,13,14 131:11,11 133:24 134:12 135:2,11 136:5 137:16 138:11 140:20,23 141:4 143:16,16 143:20 144:2 145:11,20 149:25 153:2,7,21 154:1 157:13 158:20 160:8 161:17 163:14,16,25 166:6 167:7,20 168:4 170:13 179:22,25 180:13 180:25,25 183:24 183:24 192:6,19 192:20,24 193:4,9 199:24 200:13 201:8,9,23 202:19 222:2,20 225:11 226:23 228:18 230:7,11 234:10 235:23 239:25 240:12 241:4,6 242:25 243:24 244:23 245:13	251:4,21 252:15 253:4 266:6 suspect 195:22,24 suspected 82:9 suspicion 80:18 82:15 suspicious 217:1 swear 4:3 swohlgemuth 2:16 sworn 4:6 148:7 272:18 273:12 276:22 synthesizing 215:16 system 178:1 179:3 217:2 221:2 228:7 240:2 systems 215:17 249:19	talk 9:21 11:16,24 42:5 86:21 103:22 115:22 160:9 163:10,19 166:25 175:16 192:9 237:9,10,12,16 241:15 246:15,16 263:13,22 talked 12:1 14:22 45:11 77:23 86:24 126:3 138:14,21 139:2 155:9 194:1 199:24 237:8 267:16 talking 14:14 39:8 43:24 92:19 96:10 103:20 116:11 132:19 136:9,17 151:13,15,19 158:4,5 160:14 167:22,22 172:11 176:1 177:5 197:17 219:20 226:1 241:9,11,18 243:4 246:2,18 263:12 target 266:20 267:8 taylor 7:4 9:11,12 32:6 34:12,16,21 35:1,5,9,13,18 39:12 66:20 67:14 69:8 70:16 157:25 171:3 taylor's 34:13 35:16 66:9,22 team 43:3 84:19 84:25 teams 251:18 technical 231:15
		t t 1:13 148:1 273:1 273:1 table 179:8 tailor 227:8 take 4:1 10:23 11:4 13:8 21:22 23:10 29:21 53:23 56:25 65:1 68:11 71:20 85:23 90:1 97:12 98:8 101:5 110:4 120:7 146:1 146:3 147:16 183:5 193:8 196:17 223:3 229:2 236:18,22 236:23 237:17 238:23 260:3 264:8 taken 3:7 55:9 86:6 193:13 237:1 272:8	

CONFIDENTIAL

[technologies - think]

Page 45

technologies 1:5 3:9 5:2 17:11 18:2 18:10 19:12,19 20:6 57:22 102:1 104:12 106:16 107:8 128:20 220:15 223:19 technology 125:2 125:2 156:5 192:2 192:14,22 193:1 201:14 212:17 219:8 221:17 223:11 224:17 225:17 228:11,23 233:2 234:22 239:3,8,10 240:6,6 240:11 telephone 145:14 tell 5:6 18:8 34:16 34:17,21 35:18,25 40:24 57:20 61:3 87:10 110:5,16 134:13,13 141:5 145:4 162:9,10,21 166:23 184:2 195:14 205:20 207:20 208:7,14 208:16 210:1,6 215:17 219:3 220:7 221:15 232:18 235:24 241:8 251:25 252:7 255:12 telling 40:16 ten 61:18 236:19 term 24:21 101:1 102:3,7,8,19 113:2 113:13 185:21 230:4,7 termination 116:25 117:2,4	terms 22:12 39:1 39:20 100:10,15 101:11 104:12 116:5 144:13 150:5 151:13 166:1 172:22,24 177:2,25 184:19 185:8 227:24 268:12 testified 4:8 26:24 52:19 70:17 76:15 95:13 104:14 105:19,22 109:5 109:23 110:17 115:8 118:22 119:19 121:11 128:18 143:19 145:10 148:8 154:21 156:13 232:3 257:17 testify 7:16 16:13 40:3 55:24 73:11 73:15 95:3 101:3 101:8 104:21 105:1,6 120:9,17 124:8 144:24 152:4 157:9,16 158:6 210:7 217:10 219:7 236:2 testifying 4:25 61:22 62:14 230:19 testimony 7:20,22 8:1 12:23 18:15 27:20,21 31:4,9,11 33:6,16,22 34:13 35:17,23,24 36:6 36:23 40:21 41:3 44:17 45:22 48:15 50:17 52:17 56:3	56:6 60:1 61:1 65:2 66:1 68:13 69:14,16,21 71:22 74:15 75:15,24 76:10,12 78:10 79:6,8 82:5,7,13 99:21,24 100:2 103:4 104:4 105:25 106:1 108:20 109:16 110:2 114:15 115:25 116:6 123:18,20 125:11 125:14,22 129:3,5 132:12 133:16,25 134:4,13 137:11 139:3 144:16,17 145:16 148:18,21 153:7 155:9 156:19,20,23 169:14,16 183:9 189:20 190:4 197:8 204:11 205:23 207:20 208:7,11,13 209:8 210:5,15,18 211:25 212:2,8 214:24 217:11 218:13 226:20 228:3,21 229:22 231:1,5 232:12 233:7,24 234:5,6 234:19 235:5 236:5 237:11 243:11 256:16 257:24 259:6,8,15 259:22 267:15 268:18 273:14 text 44:6 67:25 71:8,9 86:21	thank 55:6 271:9 thanks 7:1 271:4 theft 93:25 thin 184:10 thing 38:14 102:11 177:6,8 179:19 things 9:19 96:4 102:12 106:6 131:2,3 133:21 135:1 162:11,23 163:5 164:20 165:15,18 174:8 178:6 179:13 199:6,9 think 6:1 13:7 25:13 26:7,7 28:10 30:18,20 34:7 38:16 40:21 41:1,4 44:7 48:6 49:9 52:5 58:3,22 58:22 63:20 70:6 74:14 76:12 77:4 78:10 80:21,21 82:13 84:5 85:25 86:22 87:11 88:16 98:12 100:1 107:15 111:1,18 113:6 114:6 115:1 115:7,12,25 116:6 116:21 117:3 119:15 125:1 126:7 128:22 129:10 131:13 132:13,21 133:15 134:14,22 136:7 136:16 137:10 140:19 143:5 145:8 148:14,24 153:16,19 155:14 155:16 156:23 157:21,25 158:3
---	---	---	--

CONFIDENTIAL

[think - topic]

Page 46

158:16 160:23,25 161:5,18 162:2,20 165:12 166:9 168:10,14,23 169:21 172:1 173:8,9,21 174:15 176:2,13 177:2,23 178:9,9,10,21,24 180:2,9 181:25 182:5,6,10 183:25 184:4,7 185:3,9,9 185:14,22,22,23 186:1,12,15 187:4 187:9,16,16,24 188:1,13,18 189:7 190:3,5,7 192:7 193:6 194:5,9,14 195:12 196:2,3,8 196:10 202:7,19 208:1,12 212:22 215:12 219:6 223:15 224:7 228:16 229:2 234:6,11 237:13 237:24 238:4 239:12 242:7,18 245:11,16 246:11 246:18 247:5,17 248:5,5 249:14 250:1,1 251:22 252:6,12,15 253:15 254:8 258:13 259:23 266:23 267:10,13 267:17 269:11 270:24 thinking 21:25 22:4 57:7 82:11 82:25 110:1 116:10 124:17 125:20 127:13	129:15 131:3 160:24 163:14,24 164:10,17 166:16 167:15 173:21 175:21,23 177:25 218:21 230:25 235:7 241:20 thinks 86:21 124:1 third 37:2 130:16 137:24 138:6 253:16 thought 11:13 120:23 123:7 135:3 161:19 184:7 251:23 260:20 thoughts 84:21 thousand 145:10 189:5 thousands 220:2,2 thread 82:21 89:23 92:20 threat 220:23 226:21 threats 49:14 211:14 three 19:8 61:10 tied 51:13 till 6:11 time 3:15,16 6:14 8:22 15:14 18:18 24:4 28:17 31:5 32:10 35:4 36:12 40:23 41:4 42:1 46:19,21 47:12 48:1 52:21,22 55:7,10 58:15 66:20 70:5,9 74:1 76:1 78:21 79:23 80:6,16,24 82:8 83:4,12,14 86:7	91:15 98:12 99:14 100:24 101:15 102:2 103:16 104:1,4,10,14,19 105:13,15 108:1 115:14 118:1 120:13 121:10,16 122:8 125:23 126:15 134:23 138:14,21 139:1 140:4,8,10 142:9 142:11,22,24 143:10,18,23 144:8 145:9 146:10,15 147:7 147:13,18,20 148:2,3,24 152:11 153:13 155:7 156:14,18,25 157:21 158:4 160:25 162:4 171:10 182:1,3,6 184:4,7 193:11,14 223:3 227:4 228:24 230:21 235:11 236:24 237:2 244:24 254:5 260:4 262:6 266:23 270:13,17 270:20,24 272:5,9 272:10,12 times 58:19 175:24 177:22 182:7,8,21,22 183:1 242:15 timing 80:7 151:16 182:11 tips 178:19 title 8:24 9:4 titled 159:3,8	today 3:14 4:25 5:7 6:11 8:2 19:12 24:12 28:21 61:23 65:5 95:3 149:8 182:15 184:18 246:11 271:1 272:4 today's 6:16,18 7:11,14 12:23 61:1 65:2 66:1,3 68:13 71:22 91:9 91:11 130:10 148:21 237:9,19 259:15 told 36:3,24 41:6 73:10 90:25 109:24 113:4 116:8 139:6,16 150:24 219:6 235:24 toner 201:9 top 81:10 88:23 topic 13:22 34:12 35:23 36:6,12,21 51:6,10,12,13 55:24 56:4 60:4 65:21 73:16 76:5 97:15 98:2 101:5 101:7,9,10 103:16 103:24 104:5 105:6,24 107:10 107:12,18 108:10 120:18 127:15 129:9 140:3,21 142:24 152:4,12 153:6 157:3,9 170:25 171:2 190:10 206:9 208:17 209:7 210:7 219:18 221:12 231:1
--	--	--	--

CONFIDENTIAL

[topic - types]

Page 47

232:8 235:17 236:15 242:8,9 258:22 259:19,20 259:22 260:3,8,14 269:24 topics 8:14 9:10 40:10,11 95:10 130:4 222:16 touched 252:16 track 33:11,19,21 33:23 163:24 trade 17:11,19 18:1,10 19:7,11,18 20:5,15,23 21:1,11 21:15 46:6,11,15 46:16 47:3 49:6,9 49:20 98:11,13,22 98:25 99:13,16 125:9 127:5 154:16 156:6,16 156:19 157:7 200:23 201:1,2 202:17,23,25 203:18,20 204:2,3 204:4,6,14,21 205:2,6,7,9,13,18 205:21 206:1,7,8,8 206:18,18,21,25 207:11,19,21 208:6,8,15,20 209:12,14,17,20 209:25 210:2,9,20 211:1,4,20,25 212:7,23 214:13 215:5,6,7,7,9,14 215:15,22 216:2,3 216:11,22,23 217:9 219:9 220:19,20,20 221:7,13,17,21,24 221:25 222:6,13	222:24 223:8,12 224:4,9,21 225:10 225:18 226:8 227:1 228:5,12,13 229:16,21 230:1,5 230:6,9,16,18 231:6,18,21,24 232:1,8,16 233:2 233:25 234:14,24 235:18 236:3,7 239:11 240:7,8,15 240:18,23 241:10 241:13,17 242:10 243:3 248:4,7,9,11 248:14,15,18 249:18 250:2,5,11 250:12,23,23,25 251:13,16 254:10 254:15,18,21,25 255:2,6,10,11,15 255:20,20,25 256:5,9 260:22 261:5,20,24,25 262:10,15,17,24 263:4,7,11 264:9 264:14,18,20,25 265:1,7,11 266:2 266:14,17 268:21 269:1,3,7,8,12,14 269:19 trained 141:1 training 140:13,16 140:17,19,23 141:9,12 144:5 transcript 9:24 12:10 22:1 24:11 28:1 32:24 56:17 57:8 69:8 76:2 77:8 79:1,12 83:10 91:3,4 94:8 95:14,18 96:14	99:8 106:11 111:9 111:19 121:25 123:5 124:15,22 126:22 129:11,14 139:11 140:9 211:23 212:13 213:3,11,19,25 216:5,15,19 217:20,25 218:4 219:22 223:14,16 223:19,24 224:3 224:11 226:6 235:8 241:21 244:7 258:9,11 260:4 265:23 271:7 transcripts 6:19 17:15,22 18:4 21:22 28:2 33:1 93:3,3 97:3 107:13,16 108:11 111:12,15 122:13 126:23 127:11 128:23 135:4 155:5 228:3 259:24 266:8 transfer 228:8 transformation 178:23,25 179:2 179:18 transformations 166:1 179:7 translated 188:6 travel 131:2 treat 176:18 treated 118:21 141:6 144:12,22 treating 185:14 treatment 103:11 trial 255:16 256:19,20,24	257:12,19 258:3 259:1 260:22 261:20,24 262:10 262:24 trials 194:8,10 254:10 255:2,5,15 256:4 257:5 261:5 262:8,17,22 tried 7:24 70:10 true 13:6 178:21 273:13 trust 107:2,5 trusted 118:21 123:8 truth 5:6 174:19 truthful 7:24 try 85:5 87:6 167:8,8 trying 14:15 48:2 49:10,17 88:24 121:1 135:14 161:8,9 175:8,11 180:6 181:6 233:21 turned 30:22 twelfth 2:13 two 11:23 67:23 86:19 123:23 125:3 240:25 241:5 256:8 258:19 tyler 9:21 81:10 86:21 138:15,22 139:25 type 148:15 175:22 179:19 181:2 types 134:25 135:25 136:17,18 137:2,3 166:3 175:21 221:23
---	--	---	---

CONFIDENTIAL

[typical - uttered]

Page 48

typical 219:1	217:3,17 220:14	141:7 144:20	202:23 203:10,13
typically 141:18	225:11 242:17	150:2 196:4,11	203:18 205:9
u	247:21 249:3,7	236:15	211:9,25 212:6,23
u 4:5 67:15 148:5	251:4,19 262:6	unfortunately	214:7 215:22
u.k. 185:5,7	understanding	201:8	216:1 217:5,12
ultimate 179:15	13:14 23:3,8,14,18	unified 217:16	221:9 222:5 223:8
ultimately 189:14	24:22 26:12,12	unique 167:19,19	224:4,8,25 225:15
189:22 191:4	28:19 29:13 31:16	167:21 172:6	229:15 230:9
197:13	32:6 33:3,4,11,20	194:3,6,9,15,19	235:1 239:7
unable 235:17	33:23 42:10 54:8	195:9	242:24 243:14,17
unbounded 182:5	59:7 71:24 72:8	unit 272:5	243:19 244:12,15
unchanged 69:18	72:18 74:14 75:7	united 1:1 3:11	246:4,7,10 248:7,8
uncovered 47:6	76:16 77:5 78:2	units 165:21	248:10,22 249:22
undercutting	78:13,22 79:4,20	173:14,24	251:8,11 252:9,19
172:3	79:22 80:2,10,14	universal 174:19	256:11,22 257:6
undergoes 189:24	84:6,9 92:6,13	universe 73:2	257:10,11,25
undergoing 262:8	94:2,5 99:19	unpaid 182:14	258:19 261:7,17
understand 4:25	100:7 103:25	unstructured	265:6,15,25 266:2
5:4,9 12:20 13:7	106:15 107:6	178:2	266:13 267:20
14:10,12 16:5	109:15 110:25	upload 57:9	268:2,25
19:24,25 20:3	112:9 116:16	usage 168:24	useable 179:5
35:2 44:8 45:9,10	118:7 119:6	211:6,21 212:17	245:14,16,19,22
45:15 48:2 49:17	124:22 127:1,3,21	212:20 225:23	useful 247:12,18
56:5 62:2,4 68:16	130:4,18 135:7,15	249:25 252:21	user 165:22,23
74:5,17 76:22	135:24 140:5	253:17 257:18	173:14,24 174:7
79:16 93:15 94:3	141:4 143:6,8	268:7	175:17 188:3
101:24 102:4,8,21	156:13,17 157:11	usages 261:13	189:3 211:10
109:21 112:18,23	172:9 178:8 201:5	use 50:16 124:10	users 172:22 179:5
112:25 113:20	220:1 232:9	150:15 165:22,25	186:20 189:5
114:8,15 120:1	233:23 234:18	168:2 171:24	uses 188:11
133:25 135:11,14	242:4 243:21	175:13,22,24,25	252:17 256:8
136:7 137:11	244:1 250:6,15	176:1,5,6,9,10,15	utilize 260:23
140:17 142:14	253:25 256:15	176:20,23,24,25	261:20 262:2,11
154:25 155:2	257:2,18 261:6	176:25 177:3,5,10	269:8
158:14 163:9	262:21 266:18	177:11,16 185:18	utilized 269:11,12
165:2 166:16	understood 74:9	185:21,23,25	269:18
167:7 175:12,18	80:25 106:22	186:2,4 187:11,13	utter 109:10,12,18
177:9 180:5,13	109:5 113:2 114:6	187:17,18,19	uttered 110:6
184:8 185:16	115:3 116:5,5	190:12,14,16,17	
190:3 192:7	117:3,21,22	190:23 191:3,10	
196:10 207:5	123:13,13 134:25	191:14,16 200:23	

CONFIDENTIAL

[v - witness]

Page 49

v	versus 3:9 111:19 167:11,11 168:15 169:7,13 173:12 175:3 188:1 video 3:3,18 272:3 272:6 videoconference 2:2 videoconferenced 1:18 videographer 2:23 3:1 55:7,10 86:4,7 147:18 148:3 193:11,14 236:24 237:2 270:14,17 270:20,23 272:1 view 100:10 virtual 3:4 24:23 24:24 272:6 virtually 1:19 visibility 254:2 visit 58:14 visited 59:22 visitor 123:8 visitors 52:22 visits 59:24 vm 25:16 volume 174:25 175:1 vs 1:7 276:2	102:20 109:16 113:24 114:14 119:25 120:20 127:8 133:24 146:20 149:19 153:2,2,7 155:8,23 166:5,23 180:13 185:15 192:10 193:8 213:21 222:1,7 225:4 237:24 238:16 239:25 267:14 268:14 270:16 wanted 21:21 84:25 125:23 184:5 190:7 207:16 washington 2:14 watson 43:4 44:21 way 25:15,20 28:3 63:12,14 65:19 69:3 98:7 101:4 127:8 140:22 141:1 179:4 182:19 185:17 186:7,12,15,18 188:11,23 196:1 200:15 210:19 230:12 233:13 241:11 245:8,17 247:6,11 249:14 252:20 262:19 273:18 ways 169:21 173:19 187:2 252:12 wc.com 2:16,18 we've 49:21 52:6 62:8 85:15 86:1 96:10 116:17 142:12 151:8	182:7 184:9 187:4 190:22 191:11 193:7 194:10,16 194:22 195:12 196:20 213:6,16 214:2 215:1 229:1 235:25 240:7 249:20 263:11 270:10 web 5:15 wednesday 3:14 272:8 weeks 8:10 11:23 175:16 weighed 166:4 weighting 214:8 215:10 welcome 225:7 went 60:18 209:5 223:20,22 225:24 235:8 west 2:6 3:2 whereof 273:20 whichever 223:3 whining 6:23,24 widgets 172:12 williams 2:11 wish 8:4 withdraw 267:25 withheld 31:14,18 62:9 withhold 63:23 64:3 274:20 witness 1:19 4:4,6 23:22 31:22 48:14 48:17 50:25 52:18 55:6 61:25 62:17 65:16 68:21 72:3 72:4 88:13 95:16 97:8,21 114:2 135:15 139:20
v v 57:22 vacuum 162:9 vague 19:21 21:6 21:19 22:9 24:20 25:24 26:18 28:6 29:10 76:25 80:5 93:21 96:2 103:19 109:1 110:8 112:17 116:15 117:11 129:25 161:13 162:19 165:6 166:13 167:6 168:12,21 169:9,16 170:19 174:14 179:23 180:20 181:22 182:16 188:8 190:18 191:19 192:17 247:14 249:4 251:2 252:25 264:22 267:23 validate 179:10 valuable 184:8 199:16 200:3,21 value 54:14 165:24 177:3 184:5 190:25 199:20 200:5,16 variable 178:16 196:21 various 8:8 61:16 122:16 130:4,8,13 172:13,13 179:13 213:15 214:19 231:3 251:6 253:11 veritext 3:19,21 version 33:17	w walk 209:24 [REDACTED] [REDACTED] [REDACTED] want 4:20 27:22 28:20 38:11 41:17 43:10 48:12 52:6 56:5 73:17 76:22 84:19 85:23 87:6 90:19,24 97:23,24		

CONFIDENTIAL

[witness - zurich]

Page 50

148:6 151:12,18 152:10 154:8 223:5,7 260:10 273:10,14,20 274:3 witnesses 32:12 109:4,9,11,17 118:22 119:19 130:9 133:17 236:6 wohlgemuth 2:15 4:10,15 48:9 51:4 85:23 114:1 147:16 148:10 193:6,10 208:1 229:4 233:9 236:17,22 270:15 270:22 274:4 wonky 178:3 word 49:9 130:8 135:6,13 136:6 181:19 185:13 215:12 242:15 words 35:9 43:16 43:18 59:12 108:19 109:3,10 109:13,14,18 110:5,11 139:10 200:6 work 8:19 56:24 77:17 78:15 80:19 82:16 85:25 111:7 121:21 133:8 134:4,6 151:22 163:24 164:15 166:12,23 167:4 167:10,12 177:17 185:7 189:10 195:25 204:13 206:15,23 214:5,6 218:17 220:22	244:25 245:12 258:16,17,19 259:11 263:14,23 267:1,3,6,17 270:11 worked 9:5 76:13 123:16 228:24 working 73:24 74:18 75:1,9,11 76:9,17,19,23 77:23 78:24 79:6 79:18,23 80:1 136:25 142:5 165:2 works 172:9 243:22 worse 200:8 writes 43:9 84:18 93:8,24 writing 16:17 130:5 written 15:24 16:3 16:4,5,9 90:12 94:20 101:13 146:1,4 158:10,12 158:15,22,23,25 159:1,6,7,18 160:3 161:1 163:15 207:2,12 230:11 230:12 242:9,9 wrong 88:15 166:17 234:7 wrote 207:1,6 x x 177:11 180:11 252:20,22 274:1 y y 252:20,22 yeah 11:11 14:22 16:4 24:2 43:22	47:10 64:10,25 68:10 80:7,13 81:13 83:2 84:5 85:4,10,20 91:15 94:16 100:14 112:18 118:10 121:16 129:13 131:11 135:22 136:18 143:5 151:13 159:11 162:20 163:7 164:12,12,12 166:9 169:10 170:13 176:13 179:25 180:25 181:24 182:18 186:12 200:12 204:1 208:12 212:12 225:8 229:18 237:8 239:1 245:5 years 19:8 45:23 203:14 yegor 2:8 23:11 61:2 149:5,17 233:9 270:25 yegor's 48:9 yfursevich 2:9 york 1:23 3:20,20 273:2,4,8 z zero 200:9 zoom 5:14 zurich 183:6,10,13
---	--	--

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.